

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JOHN E. ERICKSON and SHELLEY A.  
ERICKSON, husband and wife; SHELLEY'S  
TOTAL BODYWORKS DAY  
SPA/SHELLEY'S SUNTAN PARLOR, a sole  
proprietorship,

Plaintiffs,

v.

LONG BEACH MORTGAGE CO.,  
WASHINGTON MUTUAL BANK and CHASE  
BANK, Agent for Deutsche Bank National Trust,  
Servicing Agent for Chase Bank, Loan No.  
0697646826,

Defendants.

No. 2:10-cv-1423

VERIFICATION OF STATE  
COURT RECORDS

I am counsel for Defendants Deutsche Bank National Trust Company ("Deutsche Bank"), as Trustee for Long Beach Mortgage Loan Trust 2006-4, and JPMorgan Chase Bank, N.A. ("Chase") — improperly captioned as "Chase Bank" — as acquirer of certain assets and liabilities of Washington Mutual Bank (which was the successor-in-interest to Long Beach Mortgage Company), from the Federal Deposit Insurance Corporation, acting as Receiver for Washington Mutual Bank. I hereby verify, pursuant to Local Rule 101, that true and correct copies of all pleadings and other papers filed in the King County Superior Court action are attached hereto as Exhibit A. This verification is being filed within ten days of the filing of the Notice of Removal pursuant to Local Rule 101.

1 DATED this 2<sup>nd</sup> day of September, 2010.

2 Davis Wright Tremaine LLP  
3 Attorneys for Deutsche Bank National Trust  
4 Company, and JPMorgan Chase Bank, N.A.

5 By s/Josh Rataezyk

6 Fred Burnside, WSBA #32491  
7 Josh Rataezyk, WSBA #33046  
8 Suite 2200, 1201 Third Avenue  
9 Seattle, Washington 98101-3045  
10 Telephone: (206) 757-8257  
11 Fax: (206) 757-7257  
12 E-mail: [fredburnside@dwt.com](mailto:fredburnside@dwt.com)  
13 E-mail: [joshrataezyk@dwt.com](mailto:joshrataezyk@dwt.com)  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

CERTIFICATE OF SERVICE

I declare under penalty of perjury that on September 2, 2010, I caused a copy of the foregoing Verification of State Court Records to be served upon the Plaintiffs:

John E. Erickson and Shelley A. Erickson	(X)	By U. S. Mail
5421 Pearl Ave. SE	( )	By E-Service
Auburn, WA 98092	( )	By Facsimile
	( )	By Messenger

DATED at Seattle, Washington this 2nd day of September, 2010.

s/ Josh Rataezyk  
Josh Rataezyk

# EXHIBIT A-1

FILED

10 AUG 11 PM 3:01

KING COUNTY  
SUPERIOR COURT CLERK  
KENT, WA

BEST IMAGE POSSIBLE

SUPERIOR COURT OF WASHINGTON, FOR KING COUNTY

**10-2-29165-2 KNT**

Case No.: No.

JOHN E. ERICKSON and SHELLEY A.

ERICKSON, husband and wife;

Shelley's Total Bodyworks Day

Spa/Shelley's Suntan Parlor a

sole proprietorship

Plaintiff, claimants

Pro Se

vs.

Long Beach Mortgage Co, WAMU

Bank and Chase Bank. Agent for

Deutsche Bank Natl. Trust.

Servicing agent for Chase Bank.

Loan no. 0697646826

Defendant

Complaint and Cause of Action

**I. PARTIES**

COMPLAINT AND CAUSE OF ACTION

PAGE1

JOHN E. and SHELLEY A. ERICKSON PRO-SE

5421 PEARL AVE S.E.

AUBURN WA. 98092

(206) 255-6324 (206) 255-6326

(253) 939-9741

SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 At all times and material hereto; We, the  
2 Plaintiffs/Complainants, John E. and Shelley A. Erickson, a  
3 married couple, resided in King County at 5421 Pearl Ave  
4 S.E., Auburn, Washington, 98092 since 1981. Plaintiff's own  
5 Shelley's Total Bodyworks Day Spa/Shelley's Suntan Parlor as  
6 sole proprietor business for thirty years in Auburn,  
7 Washington.

8  
9 The defendants are believed to be and therefore are alleged  
10 to be, residents of King County, State of Washington and  
11 defendants represented the mortgage company Long Beach Mortgage.  
12 All of these defendants complained of herein were done both  
13 and individually and for the benefit of the Long Beach Mortgage  
14 Company. The documents were signed in Bellevue, Washington.

15  
16 **II. JURISDICTION**

17  
18 Plaintiffs/Complainant's reallege each and every allegation  
19 contained in paragraph 1. through herein.

20  
21 At the time of commencing this action, the defendants in  
22 the original signing of the documents were representing Long  
23 Beach Mortgage/WAMU now Chase Bank branch in Bellevue,  
24 Washington, County of King, State of Washington. Now  
25 claiming the Deutsch Bank National Trust being the investor.

COMPLAINT AND CAUSE OF ACTION

PAGE2

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.F.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 The direct predatory loan act on the Erickson's home took place  
2 in the State of Washington. The Mortgage Fraud/predatory  
3 lending took place inside the State of Washington, and each and  
4 every individual State in the United States and has been deemed  
5 the largest organized crime in the history of the United States  
6 and possibly the globe. Causing economic hardship for thousands  
7 of citizens inside the State of Washington, effecting jobs,  
8 causing loss of jobs therefore loss of incomes and causing  
9 economic chaos, injuring the plaintiff's business, This is an  
10 economic crime at its worst. EXHIBIT 4; Causing the plaintiff's  
11 to be in bankruptcy and at risk of losing their home. Exhibit  
12 13,14,16,17,19-22.

13  
14 Plaintiff's had a good solid business and can prove through  
15 accounting records, had built a huge business that grew every  
16 year until the mortgage fraud came to a climax and began  
17 dramatically draining the economy, with a bubble burst caused by  
18 mortgage fraud and organized crime. The mortgage fraud and  
19 servicing fraud has effected the United States and the entire  
20 globe. Exhibit 15&18

21  
22 All direct acts of the defendants giving rise to  
23 plaintiffs' personal mortgage causes of action originated  
24 occurred in King County, inside the sovereign state of  
25 Washington boundaries. The economic harm has occurred to the

COMPLAINT AND CAUSE OF ACTION

PAGE3

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 Erickson's business and livelihood located inside the sovereign  
 2 boundaries of the State of Washington. Washington law RCW  
 3 9.91.010, protects the plaintiff's civil right within the  
 4 boundaries of the State of Washington. 18 U.S.C. §1964 provides  
 5 for civil remedies for Racketeer influenced and corrupt  
 6 organization (RICO) violation: All act of defendants/agents  
 7 outside this jurisdiction allegedly represent Long Beach  
 8 Mortgage, a company that is associated to WAMU in the original  
 9 signing of the documents, and has been purchased by CHASE BANK  
 10 in King County, State of Washington.

11  
 12 Chase Bank then purchasing loans based on mortgage fraud as  
 13 notes to money launder corrupt mortgages. 18U.S.C.1956-57,  
 14 U.S.C.A.1956, prohibits money laundering. [Cases :United States  
 15 v,34 C. J. S. United States §§ 162-163.]. Money laundering is  
 16 defined in Blacks Law Book as: The act of transferring illegally  
 17 obtained money through legitimate people accounts so that its  
 18 original source cannot be traced. Money -laundering is a  
 19 federal crime. 18 U.S.C.A. § 1956, however has provisions under 18 U.S.C. §  
 20 1956-1957 in a civil action. The mortgage documents for our mortgage  
 21 and millions of mortgages have been shredded so origin cannot be  
 22 traced, so value and ownership cannot be traced. It is also  
 23 addressed through the state governments, e.g., through the  
 24 Uniform Money Services Act. Because some money -laundering is  
 25 conducted across national borders, enforcement of money-

COMPLAINT AND CAUSE OF ACTION

PAGE4

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
 5421 PEARL AVE S.E.  
 AUBURN WA. 98092  
 (206)255-6324 (206)255-6326  
 (253)939-9741  
 SHELLEYSTOTALBODYWORKS@COMCAST.NET



1 laundering laws often requires international cooperation,  
 2 fostered by organizations such as Interpol.. ] Chase Bank  
 3 mortgage serving then committing mortgage fraud upon the  
 4 Erickson's, who's home is located inside the jurisdiction of the  
 5 sovereign State of Washington. Such as sold to the Deutsch  
 6 National Trust.

7  
 8 "A party lacks standing to invoke the jurisdiction of a  
 9 court unless he has, in an individual or a representative  
 10 capacity, some real interest in the subject matter of the  
 11 action. ( State ex rel. Dallman v. Court of Common Pleas  
 12 (1973), 35 Ohio St. 2d 176, 298 N.E. 2d 515, syllabus. See  
 13 Bellitri v. Ocwen; opinion: a party "must have some actual,  
 14 justiciable interest. " Id. They must have a recognizable stake.  
 15 Wahhl v. Braun, 980 SW.2d 322 (Mo. App,. E.D. 1998). Lacking f  
 16 standing cannot be waived and may be considered by the court sua  
 17 sponte. Brock v. City of St. Louis, 724 S.W.2d 721 (Mo. App.E.D.  
 18 1987). If a party seeking relief lacks standing , the trial  
 19 court does ;not have jurisdiction to grant the requested relief,  
 20 Shannon, 21 S.W. 3d at 842.WBal The Eleventh Appellate District  
 21 has held that 'Civ.R. 17 is not applicable when the plaintiff is  
 22 not the proper party to bring the case and, thus, does not have  
 23 standing to do so. A person lacking any right or interest to  
 24 protect may not invoke the jurisdiction of a court. 'Northland  
 25 ins. Co v. Illuminating Co., 11<sup>th</sup> Dist. Nos. 2002-A-oo58 and

COMPLAINT AND CAUSE OF ACTION

PAGES

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
 5421 PEARL AVE S.E.  
 AUBURN WA. 98092  
 (206) 255-6324 (206) 255-6326  
 (253) 939-9741  
 SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 2002-A-0066,2004-Ohio-1529, at 17 (internal quotations and  
 2 citations omitted). The court has also noted that "Cov.R. 17  
 3 (A) was not applicable unless the plaintiff(and or defendant)had  
 4 standing to invoke the jurisdiction of the court in the first  
 5 place, either in an individual or representative capacity.  
 6 With some real interest in the subject matter. Civ.R. 17 only  
 7 applies if the action is commenced by one who is sui juris or  
 8 the proper party to bring the action. " Travelers Indemn. Co.  
 9 v. R. L. Smith Co (Apr. 13. 2001.) 11<sup>th</sup> Dist. No. 2000-L-014. "  
 10 Wells Fargo Bank, N .A. v, /Byrd. 178 Ohio App. 3d 285, 2008-  
 11 Ohio-4603, 897 N.E. 2d 722. It went on to hold "If  
 12 plaintiff(and or defendants's)has offered.no evidence that it  
 13 owned the note and mortgage when the complaint was filed, it  
 14 would not be entitled to judgment as a matter of law". The  
 15 Erickson's have lived in this home for over 32 years and have  
 16 paid taxes on this home for over thirty two years, and were two  
 17 years from paying off the mortgage when the economic crimes of  
 18 the fraudster banks caused plaintiffs huge loss of income  
 19 causing them to take out loan to save their business and  
 20 personal home and forced sale and transfer of all the properties  
 21 owned by the plaintiff's except their home, trying to survive  
 22 the criminal economic losses. The U.S. Mail and phone services  
 23 have been used by the fraudster mortgage company and servicing  
 24 company to defraud, violating the "mail Fraud" and "Wire Fraud"  
 25 act 18.U.S.C.§1341 AND 18 U.S.C.§1343 Ohio courts have the

COMPLAINT AND CAUSE OF ACTION

PAGE6

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
 5421 PEARL AVE S.E.  
 AUBURN WA. 98092  
 (206)255-6324 (206)255-6326  
 (253)939-9741  
 SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 inherent power to vacate the prior judgments in foreclosure.  
 2 Patton v. Diemer (1988), 35 Ohio St. 3d 68, 70, 518 N.E. 2d 952.  
 3 The state courts of Massachusetts and Kansas have agreed on this  
 4 matter.

### 5 III. AUTHORITIES (STATUTES)

6  
 7 No. Carolina AUDAP STATUTE, CREATES A PRIVATE CAUSE OF  
 8 ACTION FOR "[UNFAIR METHODS OF COMPETITION IN OR AFFECTING  
 9 COMMERCE, . . . Ad unfair deceptive acts, practice minor affecting  
 10 commerce. "36 The commission of such act that injures a  
 11 person in a business may be punished by treble damages and  
 12 attorney fees. Georgia's residential mortgage fraud act. See: 33  
 13 18 U.S.C. §1961(1)(b), 34 18 U.S.C. § 1962, 35 U.S.C. § 1964(c), 36 N.C.G.S. § 75-  
 14 1.1. (a), 37jd. § 75-16, 75-16.1.38 Ga. Code § 16-8-etses, 39jd. § 16-8-102. See: e.g.,  
 15 Arizona S.B. 1221; Florida S.B. 240 & H.B. 349; Minnesota S.F. 797 & H.F. 851,  
 16 797; Texas H.B. 716c. See: 41 Sec e.g. S. Rep. No. 597, 63 Cong, 2d Sess. J at 8-  
 17 13(1914), HR Rep No. 1142, 63d. Cong, 2d Sess. j at 18-19(1914) (Conference  
 18 Report). See: e.g. H.R. Rep. No. 1613. 75<sup>th</sup> Long. Lst Sess, at 3(1937); 83 Cong.  
 19 Rec. 392-406(1938). 43 Holloway v. Bristol-Myers Corp. 485 F. 2d 986, 997, (D. C.  
 20 Cir 1973). See 18.235.110. AND 18. 85. 230. Guzman b. Owen 17, 18 U.S.C.134;  
 21 18 U.S.C. §1343. Violation to "Obstruction to private entrepreneurs  
 22 44.1d. At 997-98, 45, John H. Beslner et al. Class action  
 23 "Corps Public Servants or Private Entrepreneurs? 57STAN.L.Rev.

24  
 25 Truth in Lending Act was passed to prevent unsophisticated

COMPLAINT AND CAUSE OF ACTION

PAGE 7

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
 5421 PEARL AVE S.E.  
 AUBURN WA. 98092  
 (206) 255-6324 (206) 255-6326  
 (253) 939-9741  
 SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 consumer from being misled as to total cost of financing. Truth  
 2 in Lending Act, Section 102, 15 U.S.C. Section 1601. Griggs v.  
 3 Provident Consumer Discount Co. 680 F.2d 927, Certiorari granted,  
 4 vacated 103 S. Ct. 400, 459 U.S. 56, 74 L.Ed, 2d 225, on remand  
 5 699 F, 2d 642.

6 Purpose of Truth in Lending Act is for customers to able to  
 7 make informed decisions. Truth in lending Act Section 102 et  
 8 seq., 15 U.S.C. Section 1601 et seq. Brophy v. Chase Manhattan  
 9 Mortgage Co, 947 F. Supp 879. Truth in Lending Act, Sections 102  
 10 et seq, 102(a), 105 as amended, 15 U.S.C. Sections 1601(a),  
 11 1604; Truth in Lending Act is strictly a liability statute  
 12 liberally construed in favor of consumers. Truth in lending  
 13 regulations, Regulation Z, Sections 226. 1 et seq., 226. 18, 15  
 14 U.S.C. Section 1700, Basile v. H&R Block. Jlt (L. 897 F. Supp.  
 15 194.

16 To qualify for protection of Truth in Lending Act [15  
 17 U.S.C. Section 1601 et seq.] Plaintiff must show that disputed  
 18 transaction was a consumer credit transactin not a business  
 19 transaction. Truth b Lending Act, Section 102 et seq, 15 U.S.C.  
 20 Section 10601 et seq. Quino v. A-I Credit Com. 635 F. Supp. 151;  
 21

22 Under truth in lending regulation providing that disclosure  
 23 of consumer credit loan shall not be "stated, utilized or placed  
 24 so as to mislead or confuse," consumer, placement of disclosures  
 25 is to be considered along with their statement and use. Truth

COMPLAINT AND CAUSE OF ACTION

PAGE8

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
 5421 PEARL AVE S.E.  
 AUBURN WA. 98092  
 (206)255-6324 (206)255-6326  
 (253)939-9741  
 SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 in Lending Regulations, Regulation Z, Section 226.6(c), 15  
 2 U.S.C. following section 1700. Geimuso v. Commercial Bank &  
 3 Trust Co. 566 F.2d 437.

4 Any violation of the Truth in Lending Act, regardless of  
 5 technical nature, must result in finding of liability against  
 6 lender. Truth in Lending Act Section 130(a,e), Is U.S.C. Section  
 7 1640 (a,e). In Re Steinbrecher. 110 BR. 1556, 116 A.L.R. Fed.  
 8 881.

9  
 10 Question of whether lender's Truth in Lending Act  
 11 disclosures are inaccurate, misleading or confusing ordinarily  
 12 will be for fact finder; However, where confusing, misleading  
 13 and inaccurate character of disputed disclosure is so clear that  
 14 it cannot reasonably be disputed, summary judgment for plaintiff  
 15 is appropriate.

16 Truth in Lending Act Section 102 et seq; Truth in Lending  
 17 Regulations, Regulation Z, Section 226.1 et seq,. 15 U.S.C.  
 18 Section 1700. Griggs v. Provident Consumer Discount Co. 503 F,  
 19 Supp 246, appeal dismissed 672 F. 2d 903, appeal after remand  
 20 680 F.2d 927, certiorari granted, vacated 103 S. Ct, 400, 459  
 21 U.S. 56, 74 L.Ed. 2d 225, on remand 699 E2d 642. Pursuant to  
 22 regulations promulgated under Truth in Lending Act, violator of  
 23 disclosure requirements is held to standard of strict liability,  
 24 and therefore, borrower need not show that creditor in fact  
 25 deceived borrower by making substandard disclosures.

COMPLAINT AND CAUSE OF ACTION

PAGE9

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
 5421 PEARL AVE S.E.  
 AUBURN WA. 98092  
 (206)255-6324 (206)255-6326  
 (253)939-9741  
 SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 Truth in Lending Act, Sections 102-186, as amended. 15  
2 U.S.C. Section 1601-1667(e); Truth in Lending Regulations,  
3 Regulation Z, Section 226,8(b-d, 15 U.S.C. Section 1700 Soils v.  
4 Fidelity Consumer Discount Col. 58 B.R. 983; Once a creditor  
5 violates the Truth In Lending Act, no matter how technical  
6 violation appears, unless one of statutory defense applies,  
7 Court has no discretion imposing liability.

8  
9 Under the facts at hand the Defendants Bank has patently  
10 violated the Truth in Lending Act, at all relevant times the  
11 Bank misled and attempted to confuse Plaintiff's. The Bank did  
12 not provide appropriate disclosure as required by the truth in  
13 Lending Act in a substantive and technical manner. "It is not  
14 necessary for recession of a contract that the party making the  
15 misrepresentation should have known that it was false, but  
16 recovery is allowed even though misrepresentation is innocently  
17 made, because it would be unjust to allow one who made false  
18 representation, even innocently, to retain the fruits of a  
19 bargain induced by such representations." Whipp v. Iverson, 43  
20 Wis 2d 166.

21 "If any part of the consideration for a promise be illegal,  
22 or if there are several considerations for an unseverable  
23 promise one of which is illegal, the promise, whether written or  
24 oral, is wholly void, as it is impossible to say what part or  
25 which one of the considerations induced the promise." Menominee

COMPLAINT AND CAUSE OF ACTION

PAGE10

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 River Co. V. Augustus Spies L & C. Co., 147 Wis 559+, 572; 132  
 2 NW 1122.

3  
 4 "Any false representation of material facts made with  
 5 knowledge of falsity and with intent that it shall be acted on  
 6 by another in entering into contract, and which is so acted  
 7 upon, constitutes "fraud, " and entitles party deceived to  
 8 avoid contract or recover damages." Barnsdall Refining Corn, V.  
 9 Birnam wood Oil Co, 92 F 2d 817. "In the Federal Courts, it is  
 10 well established that a national bank has not power to lend its  
 11 credit to another by becoming surety, indorse, or guarantor for  
 12 him." Farmers and Miners Bank v. Bluefield Nat'l Bank, 11 F 2d  
 13 83, 271 U.S. 669."

#### 14 15 IV. ALLEGATIONS

16  
 17 Plaintiff's claim "Mortgage Fraud", Mortgage servicing  
 18 Fraud, predatory lending fraud, "[u]nfair methods of competition  
 19 in or affecting commerce, . Ad unfair deceptive acts, practice  
 20 minor affecting commerce. "violations of Mortgage fraud  
 21 statutes, violation of federal mail and wire statutes 33&34.  
 22 "Wire Fraud", and " Mail Fraud", violations of the "RICO ACT"  
 23 engaging in a pattern of "Racketeering influenced and corruption  
 24 organized (RICO): 18 U.S.C. §1964:18 U.S.C. §1503, AD 18 U.S.C. §1503,  
 25 which prohibits obstruction of justice, ad 18 U.S.C. §1956-57, which prohibits money

COMPLAINT AND CAUSE OF ACTION

PAGE11

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
 5421 PEARL AVE S.E.  
 AUBURN WA. 98092  
 (206) 255-6324 (206) 255-6326  
 (253) 939-9741  
 SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 laundering. See South Star Fundry LLC v. Supreme Sprouse, 2007. WL 812174  
 2 (W.D.N.C. Mar. 13, 2007)(18 U.S.C. §1964; United States v. Dementz, 2007 WL.  
 3 708975(11<sup>th</sup> Cir. Mar. 8, 2007)(18U.S.C. §1956, 1957); United states v. Soehnge,  
 4 2007 WL 4213(10<sup>th</sup> Cir. Jan, 2, 2007)(18 U.S.C. §1342); United States B.  
 5 DeaANgelis, 2006 WL 3082674 (11<sup>th</sup> Cir. Oct 31, 2006) 18 U.S.C. §1001); United  
 6 States v. Havens, 424 F. 3d 535(7 Cir. 2005);(42 U.S.C. §408(a)(7), United States v.  
 7 Lgeir, 2002 WL 31429868(3<sup>rd</sup> Cir. 2002) (18 U.S.C. §1028). And Obstruction to  
 8 Private Entrepreneurs. And economic organized crime, Injuring  
 9 plaintiff's business, and the entire Washington State economy.

#### 10 11 V. MORTGAGE SERVICING FRAUD.

12  
 13 April 2009, the fraudster mortgage servicing company told  
 14 the plaintiff's by wire (phone) they had been approved for a  
 15 modification loan, the paperwork was in the mail. May 29, 2009  
 16 the plaintiff's receive a letter violating ["mail fraud"], and  
 17 "wire fraud", stating the plaintiff's were being sent  
 18 [temporary] coupons for a[ trial modification period.] "You may  
 19 continue to receive your normal statement during this trial  
 20 period, but please do not use it for making future payments. Once  
 21 your modification is effective, normal billing statements  
 22 reflecting the modified terms will resume. If you make all [3]  
 23 trial period payments on time and comply with all of the  
 24 applicable program guidelines., you will have qualified for a  
 25 final modification. [The plaintiff's had already been told they

COMPLAINT AND CAUSE OF ACTION

PAGE12

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
 5421 PEARL AVE S.E.  
 AUBURN WA. 98092  
 (206) 255-6324 (206) 255-6326  
 (253) 939-9741  
 SHELLEYSTOTALBODYWORKS@COMCAST.NET



1 had qualified for a modification loan, by phone.] (Plaintiff's  
2 paid six months of modification payments.) However, there may be  
3 a period of time between your last trial payment and your first  
4 modification payment as we finalize the documents and get them  
5 back from you. During that interval, you should make a  
6 continuation payment at the trial period amount, and an extra  
7 coupon has been provided for that purpose. That payment will  
8 be applied as a principal reduction payment when your final  
9 modification is effective." SEE EXHIBIT #1&5.

10 May 2009 through October 2009, the plaintiff's paid the  
11 modified payment. September 2009. October 13, 2009, Plaintiff's  
12 receive a letter from Chase servicing department stating the  
13 plaintiff's do not qualify, after being told they were approved  
14 and qualified and had made six modification payments. ["mail  
15 fraud"]and ["Wire fraud"].

16 Plaintiff's call Chase servicing department and ask how  
17 Chase can tell them they are approved and pay for six months  
18 then tell them they are unapproved? Plaintiff's are told due to  
19 the present changes during our modification trial period with  
20 the Obama plan we have been unqualified now. EXHIBIT 6

21 Plaintiff's are told because the modification payments  
22 were partial payments the servicing company does not accept the  
23 payments to be full payments, only partial payments therefore  
24 the plaintiff's, have fallen into foreclosure status, and owe an  
25 additional \$25,000.00 or the mortgage company will foreclose on

1 the plaintiff's home.

2  
3 October 28, 2009, The plaintiff receive a DEBT VALIDATION  
4 LETTER from Chase , RE:Chase Loan No. : 0697646826: EXHIBIT 2

5  
6 October 2009, after receiving this letter, I go to Diane  
7 Fritschi, manager of Chase Bank in Auburn, Washington, to see if  
8 Diane could talk to the servicing department. Diane calls the  
9 servicer and is told due to the changes in the Obama plan  
10 the Erickson's have been unqualified for the modification loan.

11  
12 October 2009, Mrs. Erickson goes to attorney Sarah Small  
13 Point-Du Jour whom draws up a letter of dispute of ownership of  
14 the mortgage, asking for proof of who owns the mortgage and she  
15 mails this letter certified mail to the mortgage servicing agent  
16 and the mortgager on November 11, 2009. The mortgage  
17 company/servicing company has never answered the letter of  
18 dispute. EXHIBIT 3

19  
20 Sarah Small Point Du Jour, refers me (Mrs. Erickson) to  
21 Melissa, a predatory lending attorney, who agrees Chase Mortgage  
22 has defrauded plaintiff's, however she is unfamiliar with this  
23 subject and recommends the plaintiff's file bankruptcy. We are  
24 in the middle of filing for bankruptcy caused by the mortgage  
25 fraudsters. I have chosen to do the complaint and cause of

COMPLAINT AND CAUSE OF ACTION

PAGE14

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 action claim Pro Se. And let Melissa file bankruptcy for  
2 us.

3  
4 The servicing and mortgage agents, and are in fact loan  
5 sharks, acting as discriminating predatory lenders and criminals  
6 committing organized crime at its worst. Defendants have  
7 mislead the Erickson's committed fraud, deception, and tort  
8 against the Erickson's, by phone calls and mail, violating the  
9 "Mail Fraud" Act and "Wire Fraud" Act, therefore violating the  
10 "RICO ACT".

11  
12 The defendants have blank mortgage assignments they possess  
13 transferring nothing. A mortgage is a conveyance of land.  
14 The various agreements between the securitization entities  
15 stating that each had a right to an assignment of the mortgage  
16 are on themselves an assignment and they are certainly not I  
17 recordable form. The issues in this case are not merely  
18 problems with paperwork or a matter of dotting i's and crossing  
19 t's. Instead, they lie at the heart of the protections given to  
20 homeowners and borrowers by the Washington legislature.

21  
22 To accept the defendants arguments of this alleged debt  
23 being enforceable and collectable and to allow them to take the  
24 Erickson's home without demonstrable right to do so, based upon  
25 the assumption that they ultimately will be able to show that

COMPLAINT AND CAUSE OF ACTION

PAGE15

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 they have that right and the further assumption that potential  
 2 bidders will be undeterred by the lack of a demonstrable legal  
 3 foundation for the sale and will nonetheless bid full value in  
 4 the expectation that the foundation will ultimately be produced,  
 5 even if it takes a year or more. The law recognizes the  
 6 troubling nature of these assumptions, the harm caused if those  
 7 assumptions prove erroneous, and commands otherwise. " (Italic  
 8 emphasis in original.) (U.S. Bank National Association v.  
 9 Ibanez/Wells Fargo v. Larace).

#### 10 11 VI. REQUEST FOR QUIET TITLE ACTION

12  
13 The Erickson's request quiet title to establish title to  
 14 the land by compelling the adverse claimant to establish a claim  
 15 or be forever estopped from asserting it. Show us who owns the  
 16 mortgage or cancel the mortgage [NOW].

#### 17 18 VII. FACTS

19  
20 "By statute, assignment of the mortgage carries with it the  
 21 assignment of the debt...Indeed, in the event that a mortgage  
 22 loan somehow separates interests of the note and the deed of  
 23 trust, with the deed of trust lying with some independent  
 24 entity, the mortgage may become unenforceable. The practical  
 25 effect of splitting the deed of thrust from the promissory note

COMPLAINT AND CAUSE OF ACTION

PAGE16

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
 5421 PEARL AVE S.E.  
 AUBURN WA. 98092  
 (206)255-6324 (206)255-6326  
 (253)939-9741  
 SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 is to make it impossible for the holder of the note to  
2 foreclose, unless the holder of the deed of trust is the agent  
3 of the holder of the note.

4  
5 Without the agency relationship, the person holding only  
6 the note lacks the power to foreclose in the event of default.  
7 The person holding only the deed of trust will never experience  
8 default because only the holder of the note is entitled to  
9 payment of the underlying obligation. The mortgage loan becomes  
10 ineffectual when the note holder did not also hold the deed of  
11 trust." (Citations omitted; emphasis added.) The defendant's  
12 /mortgage fraudsters have taken proof of who owns the the  
13 mortgage documents and shredded them or disposed of them to  
14 enable the fraudsters to sell the mortgages without proof of  
15 their value, hiding their true value to sell and resell and  
16 slice and dice the mortgages to get away with money laundering  
17 and being paid several times over for the same documents,  
18 defrauding the buyers and the sellers and are now stealing the  
19 mortgages back without proof of ownership, to hide there crime,  
20 causing economic hardship for almost every citizen in the United  
21 States including the Erickson's and injuring their business of  
22 over thirty years.

23  
24 Defendant's for the above reasons violates the "Money  
25 Laundering Act".18 U.S.C. §1956-1957. See South Star Fundry LLC v.

COMPLAINT AND CAUSE OF ACTION

PAGE17

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 Supreme Sprouse, 200 WL 812174 (W.D.N.C. Mar. 13, 2007)(18 U.S.C. §  
 2 1964), United States v. Dementz, 2007 WL 708975(11<sup>th</sup> Cir. Mar. 8, 2007)(18 U.S.C.  
 3 §1956, 1957); United States v. Soehnge, 2007 WL 4213 (10<sup>th</sup> Cir. Jan. 2, 2007)(18  
 4 U.S.C. § 1342); United States v. DeAngelis, 2006 WL 3082674 (11<sup>th</sup> Cir. Oct 31,  
 5 2006) 18 U.S.C. § 1001); United States v. Havens, 424 F. 3d 535(7 Cir. 2005); (42  
 6 U.S.C. § 408(a)(7), United States v. Lgeir, 2002 WL 31429868(3<sup>rd</sup> Cir. 2002) (18  
 7 U.S.C. § 1028).

8  
 9 The fraudster servicing companies have pretended over and over to receive  
 10 only partial documents, from the home owners only to collect the thousand dollars(  
 11 EACH TIME they pretended to do the modification papers) from the government to  
 12 do the paperwork for the modification loans. **EXHIBIT 12 : Willie Winstead will**  
 13 **be called as a witness to testimony, that he has experienced the same up to**  
 14 **fourteen time. Thus the servicing companies literally stealing billions of**  
 15 **dollars from our tax base to pay off the tarp money, with our own tax**  
 16 **dollars.**

17  
 18 The Erickson's sent the same documents in up to twelve  
 19 times, before being told the servicing company had received all  
 20 the documents and had finally been approved, by phone.

21 The defendants have used abusive and threatening and  
 22 deceptive and harassing collection practices. The defendants are  
 23 demanding uncollectible and unenforceable mortgage debts, based  
 24 on Mortgage fraud.  
 25

COMPLAINT AND CAUSE OF ACTION

PAGE18

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
 5421 PEARL AVE S.E.  
 AUBURN WA. 98092  
 (206) 255-6324 (206) 255-6326  
 (253) 939-9741  
 SHELLEYSTOTALBODYWORKS@COMCAST.NET

1       The defendants defrauded the Erickson's telling the  
2 plaintiff's they were approved for a modification loan, then  
3 sending a trial modification letter , making an agreement with  
4 the Erickson's to pay modification payments and to ignore the  
5 regular payment statements. The Erickson's made modification  
6 payments for six months , then are told the mortgage company has  
7 changed its mind the plaintiff's are Unqualified. All part of a  
8 con job by organized criminals.

9  
10       The Plaintiff's submitted and resubmitted documents by fax,  
11 for over ten months before the mortgage company finally stated  
12 they had received all the copies, and not missing some through  
13 the fax machine, before the Erickson's were given notice by  
14 phone, they were approved for the modification loan. The  
15 Erickson's were not told they would receive a trial odification,  
16 until they received the trial modification letter.

17  
18       Plaintiff called the servicing agent in May, 2009 to see if  
19 I was approved for our modification loan, I was told the  
20 modification was approved and I would be receiving the paper  
21 work soon. Approximately a week later after I paid the June  
22 payment I received a letter dated May 29, 2009, telling me:  
23 According to our records we have recently sent you a Home  
24 Affordable Trial Modification package. If you have not already  
25 remitted the payments as detailed in that package, please use

COMPLAINT AND CAUSE OF ACTION

PAGE19

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 the temporary payment coupons enclosed with this letter. If you  
2 have already remitted some of the payments, please disregard the  
3 respective coupon for that month's payment but use the remaining  
4 coupon(s) going forward.

5  
6 We never received this package they are talking about, so  
7 we went directly to the bank to pay the first payment the  
8 servicing company told us to pay on the first of June, 2009.  
9 The bank refused the payment and told us we had to send the  
10 payment directly to the servicing agent.

11  
12 I called the servicing agent and told them we had not  
13 received the packet, that I needed the address and sent a  
14 cashiers check directly to them for the June modification  
15 payment. Shortly after I made the payment I received the letter  
16 dated June 29, 2009 with payment coupons attached to the letter.  
17 The letter continued to say: You may continue to receive your  
18 normal statement during this trial period. (We did not), but  
19 please do not use it for making future payments. Once your  
20 modification is effective, normal billing statements reflecting  
21 the modified terms will resume. If you make all (3) trial period  
22 payments on time and comply with all of the applicable program  
23 guidelines, you will have qualified for the final modification.

24  
25 Approximately the second and third payments, plaintiff's

COMPLAINT AND CAUSE OF ACTION

PAGE20

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET



1 called in by phone the servicing company told plaintiff's their  
2 computers were down and to try again in a couple of weeks. That  
3 did not sound right to me, so we tried to call in a phone  
4 payment in a couple of days and made the payments by phone.  
5 (We were told by the servicing agent, the company had received  
6 all the necessary paperwork, and we were approved for the  
7 modification loan. I had faxed all the requested material and  
8 document to the serving company in order to receive the  
9 modification loan.)

10  
11 The servicing company letter continues. However, there may  
12 be a period of time between your last trial payment and your  
13 first modification payment as we finalize the documents and get  
14 them back from you. During that interval, you should make a  
15 continuation payment at the trial period amount, and an extra  
16 coupon has been provided for that purpose. That payment will be  
17 applied as a principle reduction payment on your loan after your  
18 final modification is effective.

19  
20 The coupon page consisted of this: Please use the temporary  
21 coupons below during your trial modification period and be sure  
22 to include your loan number on your check.  
23 If you have already remitted some payments or have set up  
24 electronic payments for future payments under the trail plan,  
25 please disregard these temporary coupon(s) for those months. If

COMPLAINT AND CAUSE OF ACTION

PAGE21

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 you prefer to make your payment by phone, (Which we did) or have  
2 any questions about these temporary coupons, please call us at  
3 (866) 926-8937. During your trial modification period, we are  
4 waiving any telephone payment fees and can schedule your  
5 payments in advance to help make it easier to keep your trial  
6 plan current. If your loan is in foreclosure, certified funds  
7 are required.

8  
9 Additionally, you may not receive statements during the  
10 trial modification months. Normal billing statements reflecting  
11 the modified terms will resume once your trial modification is  
12 effective. These two papers were the only papers we received  
13 until the October 13, 2009 letter. [This letter : Stating the  
14 bank was now refusing the modification loan, they had already  
15 approved. I called the servicing agent and asked why I received  
16 a letter saying no after I was told in May 2009 that I was  
17 approved and I have made six modification payments?

18  
19 The servicing agent told me I qualified then however during  
20 the modification trial period and the finalizing of the loan the  
21 rules have changed and I do not meet the new requirements.  
22 During this call it was the first time the servicing company  
23 informed me why I owed over \$25,000.00. I was told the payments  
24 are considered partial payments and I now have fallen behind  
25 long enough to go into foreclosure.

COMPLAINT AND CAUSE OF ACTION

PAGE22

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 If I had been warned the modification payments would not be  
2 considered full payments I would never have agreed to make the  
3 modification payments. I was tricked, misinformed and deceived.  
4 I would never have allowed my house to be in foreclosure. I  
5 have struggled to keep my house out of foreclosure. I believed  
6 this program was to help you, not set you up for foreclosure  
7 INSTEAD. This is illegal according to the estoppel law.  
8 ESTOPPEL: The Supreme Court noted that the theory of judicial  
9 estoppel "prevents a party from asserting one position in a  
10 judicial proceeding and later taking an inconsistent position to  
11 gain an advantage".

12  
13 Estoppel includes being barred by false representation or  
14 concealment(equitable estoppel), failure to take legal action  
15 until the other party is prejudiced by the delay Estoppel by  
16 silence. No man can contradict his own act or deed. An estoppel  
17 arising when a negligent person induces someone to believe  
18 certain facts, and then the other person reasonably and  
19 detrimentally relies on that belief.

20  
21 Estoppel by representation: An estoppel arises when one  
22 makes a statement or admission that induces another person to  
23 believe something and that results in that person's reasonable  
24 and detrimental reliance on the belief. A promissory estoppel  
25 is is a contract law doctrine It occurs when a party reasonably

1 relies on the promise of another party, and because of the  
2 reliance is injured or damaged. Estoppel is a legal doctrine at  
3 common law, where a party is barred from claiming or denying an  
4 argument on an equitable ground. Estoppel complements the  
5 requirement of consideration in contract law. In general,  
6 estoppel protects an aggrieved party, if the counter- party  
7 induced an expectation from the aggrieved party, and aggrieved  
8 party reasonably relied on the expectation and would suffer  
9 detriment if the expectation is not met.

10  
11 Estoppel prohibit an individual or group from being harmed  
12 as a result of another's deeds, statements or promises, when  
13 later actions or statements contradict or undermine what was  
14 originally stated, promised, or inferred. I was told over the  
15 phone on every phone call to the servicing agent that I owed a  
16 balance over due on the loan. And I told the person on the  
17 phone I am in the middle of a modification loan and that debt  
18 will be added to the end of the loan when my modification is  
19 finalized. The party told me " I know I just am obligated to  
20 tell you this. I was never informed I would be put in  
21 detrimental harm and forced into foreclosure. I was never told  
22 the payments would not be considered full payments.

23  
24 There must be evidence to show that the representor  
25 actually intended the victim to act on the representation or

COMPLAINT AND CAUSE OF ACTION

PAGE24

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 promise, or . EXHIBITS 1, & 5.

2 - the victim must satisfy the court that it was reasonable  
3 for him or her to act on the relevant representation or promise,  
4 and what the victim did must either have been reasonable, or the  
5 victim did what the representor intended, and The victim would  
6 suffer a loss or detriment if the representor was allowed;  
7 to deny what was said or done-detriment is measured at the time  
8 when the representor proposes to deny the representation or  
9 withdraw the promise, not at the time when either was made, and  
10 in all the circumstances, the behavior of the representor is  
such that it would be unconscionable " to allow him or her to  
resile.

11 I was under the understanding the servicing company was  
12 understanding once I completed the trial modification payments I  
13 would receive my final modification. I was never told other  
14 wise. The servicing company has been purposely delaying the  
15 modification loan building up fees for paperwork and servicing.  
16 Now the servicing agent is pushing for a foreclosure to add more  
17 fees for their service that will be paid at foreclosing, that  
18 otherwise may not have been paid for a long time or never. It  
19 is all a scam. procrastinating while using trickery to cause  
detrimental harm, by concealing information that my loan would  
be put in harms way while making trail modification payments.

20 PROMISARY ESTOPPEL: The doctrine of promissory estoppel  
21 prevents one party from withdrawing a promise made to a second  
22 party if the latter has reasonably relied on that promise and  
23 acted upon it to their detriment. An unequivocal promise by  
24 words or conduct. Evidence that there is a change in position  
25 of the promise as a result of the promise, EXHIBITS#1& 5.

COMPLAINT AND CAUSE OF ACTION

PAGE25

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 I have never allowed the mortgage to fall into danger of  
2 foreclosure being enforced. The Erickson's were not in danger  
3 of default or repossession until the servicing agent directed  
4 the Erickson's to make the modification payments, without  
5 informing the Erickson's by making the modification payments the  
6 Erickson's would be putting our home/mortgage in detrimental  
7 harm. The servicing agent has put me in danger of being  
8 foreclosed on any day, without notice until the Erickson's  
9 home/mortgage was already in harms way./detriment. The  
10 modification plan used by the servicing company to set up the  
11 Erickson's mortgage to go into default.

12  
13 I requested this modification loan because my small  
14 business has been effected by the slow economy, which caused me  
15 to take out this loan to begin with, to save my mortgage again,  
16 not to cause the mortgage to fall behind farther than it was.  
17 I trusted this company to treat me fairly and I have been trying  
18 for a year to work with this unfair, unscrupulous unconscionable  
19 predatory servicing company and mortgage fraudster company.

20  
21 These predatory unconscionable, deceptive servicing agents  
22 have to be stopped from this trickery, and organized crime.  
23 This cannot go on. Massive people are hurting and they are  
24 heartlessly taking advantage of each and every one. Actually  
25 stealing their homes after causing a bubble burst by illegal

COMPLAINT AND CAUSE OF ACTION

PAGE26

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 activity, causing global economic loss, putting millions of  
2 people and millions of home in detrimental harms way created by  
3 organized crime.

4  
5 I in earnest paid the modification loan payments for six  
6 months, not knowing or being told in any way that by paying the  
7 modification payments, I was being time delayed, and falling  
8 behind in my payments which has put me in detrimental harms  
9 way and the threat of foreclosure. I would have chosen to keep  
10 making the larger payments until the modification loan was  
11 finalized if I had been notified of the payments only being  
12 allowed to be considered as partial payments.

13  
14 I have been requesting relief and help with a modification  
15 for months that could have helped me sooner. This  
16 procrastination has harmed me. I believe this detrimental harm  
17 was the intent of the servicing company. It is deceitful  
18 trickery, using concealment and fraudulent predatory servicing,  
19 WHILE MAKING A THOUSAND DOLLARS FOR EACH TIME THE SERVICING  
20 COMPANY REVIEWED THE LOAN DOCUMENTS, this incentive enabled by  
21 government promises to pay in advance for each loan reviewed,  
22 without the loan being closed. . Witnesses; customers of  
23 plaintiff's; Willie Winstead, Darcee Davis, Tara \_\_\_\_\_,  
24 Linda Hoffman, Jerra Kleigan, Debe Flower, will testify to the  
25 economic loss and their experience with Chase and more fraudster

COMPLAINT AND CAUSE OF ACTION

PAGE27

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 lenders, and have knowledge of the over thirty years of my  
2 business.

3  
4 VIII. I AM DISPUTING MY MORTGAGE:

5  
6 Predatory lenders and predatory servicing companies cannot  
7 be allowed to put people in detrimental harms way. The only way  
8 to stop this is to stop them. The Erickson's did not understand  
9 my mortgage agreement. The contract was not made clear to us.  
10 The Erickson's were tricked and mislead by the lenders. Now the  
11 servicing agent is misleading us. The lender has used unfair  
12 and discriminating interest rates and a predatory,  
13 unconscionable, deceptive lending contract with the Erickson's.

14  
15 The Erickson's have tried to come to some fair terms and  
16 loan agreements with this lender and have been denied after  
17 being told we were approved for the modification loan. Our  
18 bankruptcy attorney has told us to ignore every statement and  
19 phone call until she tells us it is time to file the bankruptcy,  
20 so we have ignored every such call, giving her the information  
21 and letters. The plaintiff's tried working with the  
22 unscrupulous mortgage servicer for over a year and a half and  
23 then were defrauded. There is no good just reason to expect any  
24 reasonable actions from organized criminals being the fraudster  
25 and co-conspirator defendants.

COMPLAINT AND CAUSE OF ACTION

PAGE28

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET



1 The Erickson's have been mislead at the closing day, to  
2 discover the mortgage document we signed is not what we believed  
3 to be signing or we would never have signed it.

4  
5 The Erickson's are victims of a predatory lender, using  
6 unfair, deceptive, and fraudulent practices during the loan  
7 organizing process. This loan imposes unfair and  
8 abusive loan terms on us the borrowers. Now the servicing agent  
9 is using deceptive and unfair and fraudulent practices of the  
10 serving agents during the loan /mortgage servicing process, post  
11 loan origination. This is "the practice of a lender  
12 deceptively convincing borrower to agree to unfair and abusive  
13 loan terms, systematically violating those terms in ways that  
14 make it difficult for the borrower to defend against.

15  
16 This mortgage is unjustified risk-basing pricing. This is  
17 the practice of charging more in the form of higher interest  
18 rate and fees for extending credit to borrowers identified by  
19 the lender as posing a greater credit risk. Higher interest  
20 rates put the barrower in detrimental harms way. The barrower  
21 is tricked into believing the loan is a good thing, and find out  
22 the mortgage is not what it seems and in fact is set up to  
23 easily and even evitable go into foreclosure. When if the party  
24 had been fairly treated and not discriminated against the loan  
25 would not go into foreclosure. The Plaintiff's would not have

COMPLAINT AND CAUSE OF ACTION

PAGE29

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 been in a situation to file for a new loan on their home if the  
2 fraudsters and co-conspirators had not committed the hugest  
3 organized crime in the history of the United States and caused  
4 an economic crash, thus committing an economic crime, injuring  
5 the plaintiff's business, by injuring vast amounts of the  
6 plaintiffs clients incomes.

7  
8 The Erickson's have answered every request to work out an  
9 affordable modification loan with the lender. The lender failed  
10 to present the loan price as being negotiable at the time of the  
11 original loan. The lender failed to clearly and accurately  
12 disclose the terms and conditions.

13  
14 The Erickson's are asking for proof of who owns the  
15 mortgage. Has this mortgage become a securitization? The letter  
16 was sent over eight months ago, without answer.

17  
18 **IX. THE ERICKSON'S ARE REQUESTING QUIET TITLE**

19  
20 The Erickson's are requesting OMINIBUS Motion to cancel the  
21 mortgage-now! "By statute, assignment of the mortgage carries  
22 with it the assignment of the debt.... Indeed, in the event that a  
23 mortgage loan somehow separates interests of the note and the  
24 deed of trust, with the deed of trust lying with some  
25 independent entity, the mortgage may become unenforceable. The

COMPLAINT AND CAUSE OF ACTION

PAGE30

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 practical effect of splitting the deed of trust from the  
2 promissory note is to make it impossible for the holder of the  
3 note to foreclose, unless the holder of the deed of trust is the  
4 agent of the holder of the note. Without the agency  
5 relationship, the person holding only the note lacks the power  
6 to foreclose in the event of default. The person holding only  
7 the deed of trust will never experience default because only the  
8 holder of the note is entitled to payment of the underlying  
9 obligation. The mortgage loan becomes ineffectual when the  
10 note holder did not also hold the deed of trust. The Erickson's  
11 request quiet title proving of the mortgage being enforceable or  
12 "cancel the mortgage now"!

13  
14 In mortgage securitization transactions, the mortgage  
15 servicer forwards the borrower's payment of principal and  
16 interest to the certificate holders (investors) of  
17 the special securitized trust that owns and holds the promissory  
18 notes secured by the mortgages and deeds of trust. The  
19 mortgage servicer, however, is allowed to retain late fees, BPO  
20 fees, inspection fees, and other fees charged or assessed to a  
21 borrower's account. In addition to the fee income, the servicer  
22 is allowed to retain the net liquidation proceeds of any  
23 foreclosure sale (net after foreclosure expenses and principal  
24 balance to investors.)  
25

COMPLAINT AND CAUSE OF ACTION

PAGE31

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 This provides an incentive to unscrupulous servicers who  
 2 aggressively interpret mortgage documents to add additional  
 3 fees, to a borrower's mortgage account. Many times, the  
 4 additional fees added on create an event of default  
 5 allowing the mortgage servicer to foreclose on the property.

6  
 7 This practice is commonly referred to as manufacturing a  
 8 default or manufactured default. The Erickson's believe the  
 9 servicing agent has indeed manufactured default on the  
 10 Erickson's.

11  
 12 **X. THIS IS CONSUMER FRAUD AND MORTGAGE DISCRIMINATION**

13  
 14 The Erickson's request action to quiet title to establish  
 15 the plaintiff's title to land by compelling the adverse claimant  
 16 to establish a claim or be forever estopped from asserting it:

17  
 18 This is predatory and unfair mortgage practice therefore  
 19 the Erickson's request the court to grant rendering this  
 20 securitized Mortgage unenforceable. And to cancel the mortgage  
 21 now.

22  
 23 **XI. Fraudsters and Co-Conspirators**

24  
 25 WAMU, and Chase Bank are only two of the three and a half

1 pages of fraudsters and co-conspirators listed on

2 www.msfraud.org/fraudsterslist.html.

3 The economic crime is so vast it is considered the biggest  
4 organized crime in the history of the United States. EXHIBITS 8-  
5 12.

6  
7 My husband and I have built this house with our bare hands,  
8 no contractors in 1981, and have lived here all these years  
9 paying taxes on the property all these years. We have done  
10 everything possible to work with the lender to save our home.  
11 We have paid the trial modification payments in good faith and  
12 are being forced into protecting our home from unconscionable  
13 predatory lenders and servicing agents and trustees. We pray the  
14 courts will grant the motion of Ominibus relief, by Quiet Title,  
15 if the parties are unable to produce proof of any legal rights.

16  
17 We pray the courts will grant reliance Estoppel due to the  
18 lenders and servicing agents causing detrimental harm and  
19 committing mortgage servicing fraud to the Erickson's, covered  
20 by the estoppel law. The Erickson's acted on the word  
21 and promises of the servicing agents that lead the Erickson's to  
22 detrimental harm and putting the Erickson's home into  
23 foreclosure status. The Erickson's are claiming the lenders,  
24 servicers, agents, and mortgage companies, and trustee's have  
25 performed predatory lending, and servicing, unconscionable acts,

COMPLAINT AND CAUSE OF ACTION

PAGE33

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 deceptive, unfair mortgage discriminating, and consumer fraud,  
2 therefore Defendant's violating the "mail fraud", "wire fraud"  
3 and "RICO ACT".  
4

5 The lenders did not clarified the documents to the  
6 Erickson's, concealing the true nature of these documents  
7 leading the Erickson's to repossession of our home, during both  
8 the time of the original signing of the mortgage and during the  
9 modification period.  
10

11 The Erickson's are claiming the predatory servicer's have  
12 acted as officious intermeddler's with unclean hands and should  
13 receive no restitution for the benefit conferred, nor quantum  
14 meruit.  
15

16 This is Unconstitutional, Unclean Hands: one of the maxims  
17 of equity embodying the principle that a party seeking redress  
18 in a court of equity (equitable relief) must not have done any  
19 dishonest or unethical act in the transaction upon which he or  
20 she maintains the action in equity, since a court of conscience  
21 will not grant relief to one guilty of unconscionable conduct,  
22 ie., to one with "unclean hands."  
23

24 Unconstitutional conflicting with some provision of  
25 constitution, most commonly the United State Constitution. When

COMPLAINT AND CAUSE OF ACTION

PAGE34

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 a statute is found to be unconstitutional, it is considered void  
2 or as if it had never been, and consequently all rights,  
3 contracts, or duties that depend on it are void. Similarly, no  
4 one can be punished for having refused obedience to the law once  
5 it is found to be unconstitutional.

### 6 7 **XII. RESTITUTION DEMANDED**

8  
9 The plaintiff's request restitution of onehundred thousand  
10 dollars plus, per year for injury to their business, beginning  
11 2003, to date, then treble per law. See "RICO ACT" which  
12 provides; In addition to criminal penalties, any person "injured  
13 in his person or property "by reason of RICO violation may bring  
14 civil action. In civil action, a litigant may recover treble  
15 damages, as well as attorney fees. Plaintiff request  
16 reasonable attorney fees for Pro Se work involved to file this  
17 case.

### 18 19 **XIII. CONCLUSION**

20  
21 With respect for all the above reasons, Plaintiff's must  
22 be granted their request for restitution and Ominibus Motion And  
23 Quiet Title:  
24  
25

1  
2 John E. Erickson Pro Se

Dated August 09, 2010

3  
4  
5 Shelley A. Erickson Pro Se

Dated August 09, 2010

6  
7  
8 5421 Pearl Ave S.E.

9 Auburn, Washington 98092

10 206-255-6324

11 206-255-6326

12 253-939-9741

13 E-mail Shelleystotalbodyworks@comcast.net

14  
15 V.

16  
17 Deutsche Bank Natl Trust

18 C/O Chase Home Finance, LLC

19 Customer Interaction Center

20 P.O. Box 44118

21 Jacksonville, FL 32231-4016

22 1-800-848-9136

23 1-904-886-5529

24  
25 Chase Home Finance LLC (OH4-7302)

3415 Vision Dr

COMPLAINT AND CAUSE OF ACTION

PAGE36

JOHN E. and SHELLEY A. ERICKSON PRO-SE

5421 PEARL AVE S.E.

AUBURN WA. 98092

(206) 255-6324 (206) 255-6326

(253) 939-9741

SHELLEYSTOTALBODYWORKS@COMCAST.NET



1 Columbus, OH 43219-6009

4 Long Beach Mortgage Co.

5 Deutsch Bank Natl Trust

7 Loan #6684477-7881

60

8 Wall Street

9 1400 S. Douglas Rd, Suit 100

New

10 York, NY 10005

12 Anaheim, CA. 92806

13 1-212-250-2500

16 National Post closing operations 1-866-926-8937

18 Chase servicing agent:

19 P.O. Box 78148

21 Phoenix, AZ. 85062-8148

23 1 (866-926-8937)

24 Washington Mutual (CA2-4299)

25 9200 Oakdale Avenue

Chatsworth, CA 91311

COMPLAINT AND CAUSE OF ACTION

PAGE37

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 Account no. 0697646826

2 1 (866) 926-8937

3  
4  
5 Chase Home Finance LLC (OH4-7302 )

6 3415 Vision Dr

7 Columbia, OH 43219-6009

8 Loan no. 0697646826

9 Contacts: For Chase Home Finance, LLC

10 Customer Interaction Center

11 Washington Mutual Bank

12 P.O. Box 44118

13 Jacksonville, FL 32231-4016

14 24 "A" Street S.E.

15 Auburn, Washington 98002

16 1-800-848-9136

17 1-904-886-5529

18  
19  
20  
21  
22  
23  
24  
25  
COMPLAINT AND CAUSE OF ACTION

PAGE38

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

SUPERIOR COURT OF WASHINGTON, FOR KING COUNTY

Case No.: No.

JOHN E. ERICKSON and SHELLEY A.  
ERICKSON, husband and wife;  
Shelley's Total Bodyworks Day  
Spa/Shelley's Suntan Parlor a  
sole proprietorship

SUMMONS (TWENTY DAYS)

Plaintiff, claimants

Pro Se

vs.

Long Beach Mortgage Co, WAMU  
Bank and Chase Bank. Agent for  
Deutsche Bank Natl. Trust.  
Servicing agent for Chase Bank.  
Loan no. 0697646826

Defendant

STATE OF WASHINGTON: TO DEFENDANTS ABOVE NAMED:

SUMMONS (TWENTY DAYS)

PAGE1

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
.5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1  
2 A lawsuit has been started against you in the above-entitled court by the  
3 above-named plaintiff's. Plaintiff's claim is stated in the written Complaint, a copy  
4 of which is served upon you with this Summons.

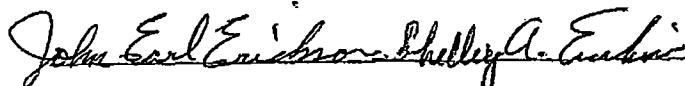
5  
6 In order to defend against this lawsuit, you must respond to the Complaint by  
7 stating your defense in writing, and serve a copy upon the undersigned Pro Se  
8 plaintiff within 20 days after the service of this Summons, (or within 60 days after  
9 the service of this Summons, if you were served outside of the State of Washington)  
10 excluding the day of service, or a default judgment may be entered against you without  
11 notice. A default judgment is on where plaintiff's are entitled to what he asks or  
12 because you have not responded. If you serve notice of appearance on the undersigned  
13 attorney, you are entitled to notice before a default judgment may be entered.

14 You may demand that the plaintiff file this lawsuit with the court. If you do  
15 so, the demand must be in writing and must be served upon the plaintiff. With 14 day  
16 after you serve the demand, the plaintiff must file this lawsuit with the court, or  
17 the service upon you of this Summons and Complaint will be void.

18  
19 If you wish to seek the advice of an attorney in this matter, you should do so  
20 promptly so that your written response, if any, may be served on time.

21 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of  
22 the State of Washington.

23  
24 DATED this 11 day of August 2010.

25  


John Earl Erickson and Shelley Ann Erickson Pro Se

SUMMONS (TWENTY DAYS)

PAGE2

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1  
2  
3  
4 John E. Erickson Pro Se

Dated August 03, 2009

5  
6  
7 Shelley A. Erickson Pro Se

Dated August 03, 2009

8  
9  
10 5421 Pearl Ave S.E.

11 Auburn, Washington 98092

12 206-255-6324

13 206-255-6326

14 253-939-9741

15 E-mail Shelleystotalbodyworks@comcast.net

16  
17 V.

18  
19 Deutsche Bank Natl Trust

20 C/O Chase Home Finance, LLC

21 Customer Interaction Center

22 P.O. Box 44118

23 Jacksonville, FL 32231-4016

24 1-800-848-9136

25 1-904-886-5529

Chase Home Finance LLC (OH4-7302)

SUMMONS (TWENTY DAYS)

PAGE3

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1 3415 Vision Dr

2  
3 Columbus, OH 43219-6009

4  
5  
6 Long Beach Mortgage Co.

7 Loan #6684477-7881

8  
9 1400 S. Douglas Rd, Suit 100

10 Anaheim, CA. 92806

11  
12  
13  
14 National Post closing operations 1-866-926-8937

15 Chase servicing agent:

16  
17 P.O. Box 78148

18 Phoenix, AZ. 85062-8148

19  
20 1 (866-926-8937)

21  
22 Washington Mutual (CA2-4299)

23 9200 Oakdale Avenue

24  
25 Chatsworth, CA 91311

Account no. 0697646826

1 (866) 926-8937

SUMMONS (TWENTY DAYS)

PAGE4

Deutsch Bank Natl Trust

60 Wall Street

New York, NY 10005

1-212-250-2500

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1  
2 Chase Home Finance LLC (OH4-7302 )

3  
4 3415 Vision Dr

5  
6 Columbia, OH 43219-6009

7  
8 Loan no. 0697646826

9 Contacts: For Chase Home Finance, LLC

10  
11  
12 Customer Interaction Center

Washington Mutual Bank

13  
14 P.O. Box 44118

24 "A" Street S.E.

15  
16 Jacksonville, FL 32231-4016

Auburn, Washington 98002

17 1-800-848-9136

18  
19 1-904-886-5529

20  
21  
22 CHASE BANK

23  
24 24 "a" STREET

25 Auburn, Washington 98002

SUMMONS (TWENTY DAYS)

PAGE5

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SUMMONS (TWENTY DAYS)

PAGE6

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206)255-6324 (206)255-6326  
(253)939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SUMMONS (TWENTY DAYS)

PAGE7

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

1  
2 Added addresses this complaint and cause of action and summons  
3 has been certified mailed to below:  
4  
5

6 CHASE HOME FINANCE LLC (FL5-7730)  
7

8 PO BOX 44090  
9

10 Jacksonville, FL 32231-4090  
11  
12

13 Chase Home Finance LLC  
14

15 Mail Code OH4-7133  
16

17 3415 Vision Drive  
18

19 Columbus, OH 43219-6009  
20  
21  
22  
23  
24  
25

COMPLAINT AND CAUSE OF ACTION

PAGE39

JOHN E. and SHELLEY A. ERICKSON PRO-SE  
5421 PEARL AVE S.E.  
AUBURN WA. 98092  
(206) 255-6324 (206) 255-6326  
(253) 939-9741  
SHELLEYSTOTALBODYWORKS@COMCAST.NET

CERTIFICATE OF SERVICE

I hereby certify that on August 11, 2010, The Erickson's filed the foregoing with the Clerk of the Court. See attached filed document # \_\_\_\_\_.

I have mailed the foregoing document by Certified Mail, by the U.S. Post office Postage prepaid for delivery within 3 calendar days, to the following lenders, trustees, and mortgage companies, banks, and servicing agents.

Deutsche Bank Natl Trust  
C/O Chase Home Finance, LLC  
Customer Interaction Center  
P.O. Box 44118  
Jacksonville, FL 32231-4016

Chase Home Finances LLC. (OH4-7302)  
3415 Vision Dr  
Columbus OH 43219-6009

Long Beach Mortgage Co.  
Loan no. 6684477-7881  
1400 S. Douglas Rd. Suit 100  
Anaheim, CA. 92806

National Post closing operation 1-866-926-8937  
Chase servicing agent :  
P.O. Box 78148  
Phoenix, AZ. 85062-8148  
1-866-926-8937

Washington Mutual Bank  
24 "A" Street S.E.  
Auburn, Washington 98002

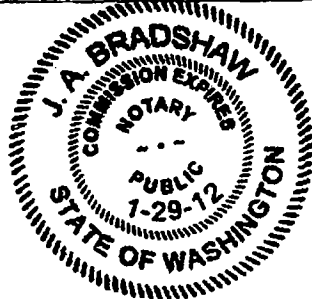
Washington Mutual (CA2-4299)  
9200 Oakdale Avenue  
Chatsworth, CA 91311  
Account no. 0697646826  
1(866)926-8937

Chase Home Finance LLC (OH4-7302)  
3415 Vision Dr  
Columbia, OH 43219-6009  
Loan no. 0697646826  
Contacts: For Chase Home Finance, LLC.

Customer Interaction Center  
P.O. Box 44118  
Jacksonville, FL 32231-4016  
1-800-848-9136  
1-904-866-5529

On this, the 10<sup>th</sup> day of August, 2010, before me a notary public, the undersigned, personally appeared John E. Erickson known to me (or satisfactorily proven) to be the person whose signature is subscribed to this document, and acknowledged that she is the person that has executed this Affidavit of Process-Serve for the purposes therein.

J.A. Bradshaw Notary Public



Signed John E. Erickson  
John E. Erickson  
Dated August 11 2010

CERTIFICATE OF SERVICE

I hereby certify that on August 11, 2010, The Erickson's filed the foregoing with the Clerk of the Court \_\_\_\_\_. See attached filed document # \_\_\_\_\_.

I have mailed the foregoing document by Certified Mail, by the U.S. Post office Postage prepaid for delivery within 3 calendar days, to the following lenders, trustees, and mortgage companies, banks, and servicing agents.

Deutsche Bank Natl Trust  
P.O. Box 44118  
Jacksonville, FL 32231-4016

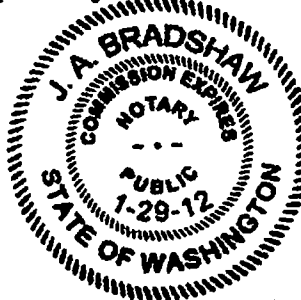
Signed John E. Erickson  
John E. Erickson

Deutsche Bank AG  
Regional Head Quarters  
60 Wall Street  
New York, NY 10005  
U.S.A.

Dated August 10 2010

On this, the 10<sup>th</sup> day of August, 2010, before me a notary public, the undersigned, personally appeared John E. Erickson, known to me (or satisfactorily proven) to be the person whose signature is subscribed to this document, and acknowledged that she is the person that has executed this Affidavit of Process-Serve for the purposes therein.

J. A. Bradshaw Notary Public



## **EXHIBITS A**

Chase/WaMu  
PO Box 78148  
Phoenix, AZ 85062-8148  
(866) 926-8937 Customer Care

WaMu is becoming CHASE

May 29, 2009



000098 01 of 02 ADT-ZZ 2009149  
SHELLEY A ERICKSON  
5421 PEARL AVE SE  
AUBURN WA 98092

*Important*  
*Call!*

6826

*called soon after May 29-2009*

**Temporary Coupons for Making Payments during your Trial Modification Period**

Dear SHELLEY A ERICKSON:

According to our records we have recently sent you a Home Affordable Trial Modification package. If you have not already remitted the payments as detailed in that package, please use the temporary payment coupons enclosed with this letter. If you have already remitted some of the payments, please disregard the respective coupon for that month's payment but use the remaining coupon(s) going forward.

You may continue to receive your normal statement during this trial period, but please do not use it for making future payments. Once your modification is effective, normal billing statements reflecting the modified terms will resume.

If you make all [3] trial period payments on time and comply with all of the applicable program guidelines, you will have qualified for a final modification. However, there may be a period of time between your last trial payment and your first modification payment as we finalize the documents and get them back from you. During that interval, you should make a continuation payment at the trial period amount, and an extra coupon has been provided for that purpose. That payment will be applied as a principal reduction payment on your loan after your final modification is effective.

Our goal is to provide the highest level of quality service to each of our customers. If you have any questions, please contact Customer Care at (866) 926-8937.

We appreciate your business and value our relationship with you.

Sincerely,

JPMorgan Chase Bank, National Association, successor to Washington Mutual Bank

Enclosure

We are attempting to collect a debt. For customers who have received a discharge in bankruptcy, or who are subject to the protections of an automatic stay in a bankruptcy proceeding, this notice is for information only and is not a demand for payment.

*Exhibit*

Chase Home Finance LLC (OH4-7302)  
 3415 Vision Dr  
 Columbus, OH 43219-6009



October 28, 2009



027648 1 of 1 NSPQWUMU - ZA 000000000000 XP831

Shelley A Erickson  
 John E Erickson  
 5421 Pearl Ave Se  
 Auburn WA 98092



RE: Chase Loan No.: 6826

# DEBT VALIDATION NOTICE

As of 10-28-09, your total outstanding debt for this loan is stated on the back of this Notice. Because of interest, late charges and other charges that may vary from day to day or that may change after the date of this notice, the amount due on the day you pay may be greater. Therefore, you may not rely on the amount shown on the back of this Notice to be sufficient to payoff your loan after the date of this Notice. You should contact the servicer at the address or telephone number below to verify the exact amount necessary to payoff your loan on the day you will deliver payment. Failure to do so may result in rejection of your payment. For your information:

- \* The creditor to whom this debt is owed is:  
 Deutsche Bank Natl Trust
- \* Unless within (30) days after receiving this communication you notify us that the debt, or any portion or it, is disputed, the debt will be assumed by us to be valid.
- \* If within thirty (30) days after receiving this communication you notify us, in writing, that the debt, or any portion of it, is disputed, we will mail a verification of such debt to you.
- \* If within thirty (30) days after receiving this communication you make a request, in writing, you will be provided with the name and address of the original creditor, if other than the present creditor shown above.

The purpose of this communication is to collect the indebtedness due, or, in the alternative, to repossess the property that is the security of such debt.

THE INFORMATION ABOVE IS PROVIDED IN COMPLIANCE WITH THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT.

For questions or inquiries, please contact us at:

Chase Home Finance, LLC  
 Customer Interaction Center  
 P.O.Box 44118  
 Jacksonville, FL 32231-4016  
 1-800-848-9136  
 1-904-886-5529

Exhibit 2

Re: Loan No.: 6826

As of October 28, 2009, the total amount of the outstanding debt is the following:

Current Total Unpaid Principal Balance	\$	465,047.67
Interest to 10-28-09	\$	17,426.35
Escrow/Impound Overdraft	\$	1,659.70
Buydown Subsidy/replacement Reserve Balance	\$	.00
Suspense Balance	\$	-1,411.72
Recoverable Balance	\$	.00
HUD Subsidy Balance	\$	.00
Restricted Escrow/Loss Draft Balance	\$	.00
Pro Rata MIP	\$	.00
Pro Rata PMI	\$	.00
Pro Rata Credit Life	\$	.00
Late Charges	\$	7,792.75
Total Outstanding Debt	\$	490,514.75

LA-XP831-014-#UM-102309

XP831

exhibit 2a



## SPDJ LAW, INC., PS

1119 PACIFIC AVENUE, SUITE 1308  
TACOMA, WA 98402  
PH. 253-238-0868 FAX 253-238-0867

[WWW.SPDJLAW.COM](http://WWW.SPDJLAW.COM)  
WHERE CLIENTS COME FIRST, AND REAL ESTATE MATTERS.

SARAH L. SMALL POINT-DU-JOUR

SARAH@SPDJLAW.COM

November 11, 2009

CHASE HOME FINANCE, LLC  
Customer Interaction Center  
P.O. Box 44118  
Jacksonville, FL 32231-4016

Re: Our Client(s): Shelley and John Erickson  
Our File No.: 10230

Dear Ladies and Gentlemen:

As I am sure you are aware, the Fair Debt Collection Act affords Mr. and Mrs. Erickson the right to dispute the validity of the debt or any part of it.

This letter is submitted to you within 30 days of 10-28-09 in order to dispute all of the debt described in your correspondence of October 28, 2009.

Federal law requires, at a minimum, that you to obtain and mail the following to my office:

1. The amount of the debt;
2. Proof of the debt and of its validity;
3. The name and address of the original creditor and current creditor, if the original creditor is different from the current creditor;
4. Provide a verification or copy of the original promissory note, deed of trust, assignments thereof, and judgment (if any);
5. Proof that you are licensed to collect debts in Washington State.

Said items must be provided at your expense. In the interim, you cannot add interest or fees except those authorized by the original promissory note or state law. Any further attempt to collect the debt without validating it violates the FDCPA.

If you have already reported this debt to any credit-reporting agency or Credit Bureau, you must immediately inform them of my clients' dispute with this debt.

Should you pursue a judgment without validating the debt, my clients will seek dismissal based on your failure(s) to comply with the FDCPA.

In addition, I request that you also send an account balance and an account history of all payments made, the interest rate, if any, together with the method of the payments' application.

Upon your receipt of this letter, please confirm that you will suspend all your efforts (through litigation, foreclosure or otherwise) to collect this debt until mailing the proof of the debt's validity and information about the creditors.

In accordance with the Fair Debt Collection Practices Act, Section 809(b): Validating Debts:

(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

Finally, if you do not own this debt, my clients demand that you immediately send a copy of this dispute letter to the original creditor so that they are aware of my clients' dispute with this debt.

Best Regards



Sarah L. Small Point-Du-Jour  
Attorney at Law

SP  
Via Certified and Regular Mail  
cc: clients

APPROVED AND ALSO SIGNED BY:

  
SHIRLEY ERICKSON

Date 4-10-09

  
JOHN ERICKSON

Date 11/10/09

3a

— Original Message —

From: "Sarah L Small Point-du-Jour" <SARAH@SPDJLAW.COM>  
To: Shelleystotalbodyworks@comcast.net  
Sent: Monday, June 7, 2010 12:34:40 PM GMT -08:00 US/Canada Pacific  
Subject: Re: PLEASE SEND DISPUTE ANSWER

Hi Shelley, Here is the letter. I don't remember any response coming. I will double check, but still need to pull out your closed file. If I find something, we'll forward it. The file should also have the signed certified receipt, and I can do a declaration of mailing if necessary.

Sarah

On Jun 4, 2010, at 5:15 PM, [Shelleystotalbodyworks@comcast.net](mailto:Shelleystotalbodyworks@comcast.net) wrote:

I assume there was no answer. So now I need the proof you mailed the letter of dispute. Sent to me personally so I can file a dispute with the King County Records Department.

e— Original Message —

From: "Sarah L Small Point-Du-Jour" <SARAH@SPDJLAW.COM>  
To: [Shelleystotalbodyworks@comcast.net](mailto:Shelleystotalbodyworks@comcast.net)  
Sent: Tuesday, May 25, 2010 3:32:32 PM GMT -08:00 US/Canada Pacific  
Subject: Re: PLEASE SEND DISPUTE ANSWER

Hi Shelley,

I will have to pull your file. We will let you know if we got a response and forward it if there is one.

SP

On May 25, 2010, at 3:19 PM, [Shelleystotalbodyworks@comcast.net](mailto:Shelleystotalbodyworks@comcast.net) wrote:

Please send me any answer you recieved from my supposed mortgage servicing or mortgage company. As far as I know they never responded to the dispute letter you sent for me. Please send me proof of service for the mailing of this dispute letter also. Please send by e-mail.

Shelley Erickson/206-255-6324

Sarah L. Small Point-Du-Jour

SPDJ Law, Inc., PS  
1119 Pacific Avenue Suite 1308  
Tacoma, WA 98402  
ph. 253-238-0868 fax 253-238-0867

3b

USPS - Track &amp; Confirm

<http://trkcnfrm1.smi.usps.com/PTSIInternetWeb/InterLabelInqui...>[Home](#) | [Help](#) | [Sign In](#)[Track & Confirm](#)[FAQs](#)

## Track & Confirm

### Search Results

Label/Receipt Number: 7007 2560 0000 1809 4988  
 Status: Delivered

Your item was delivered at 6:30 am on November 16, 2009 in JACKSONVILLE, FL 32231. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

### Track & Confirm

Enter Label/Receipt Number.

[Go >](#)[Restore Offline Details >](#)[Return to USPS.com Home >](#)[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

Copyright© 2010 USFS. All Rights Reserved.

No FEAR Act EEO Data

FOIA

Use of the product is subject to the terms and conditions of the license.

The product is provided as is, without warranty of any kind.

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage For Value)	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
7-1111-1111	
Postage	\$ .44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$5.54
Sent to: Chase Home Financial	
Street, Apt. No., or PO Box No. P.O. Box 44118	
City, State, ZIP+4 Jacksonville, FL 32231	
PS Form 3800, August 2008 See Reverse for Instructions	

3d

7/8/2010

SmartZone Communications Center

**SmartZone Communications Center**

Shelleystotalbodyworks@comcast.net

± Font size ±

**U.S. Postal Service Track & Confirm email Restoration - 7007  
2560 0000 1809 4988**

From : U.S. Postal Service\_ &lt;U.S. Postal\_Service@usps.com&gt;

Wed Jun 30 2010 14:42:19

Subject : U.S. Postal Service Track &amp; Confirm email Restoration - 7007 2560 0000 1809 4988

To : shelleystotalbodyworks@comcast.net

This is a post-only message. Please do not respond.

Shelley Erickson has requested that you receive this restoration information for Track &amp; Confirm as listed below.

Current Track &amp; Confirm e-mail information provided by the U.S. Postal Service.

Label Number: 7007 2560 0000 1809 4988

Service Type: Certified Mail(TM)

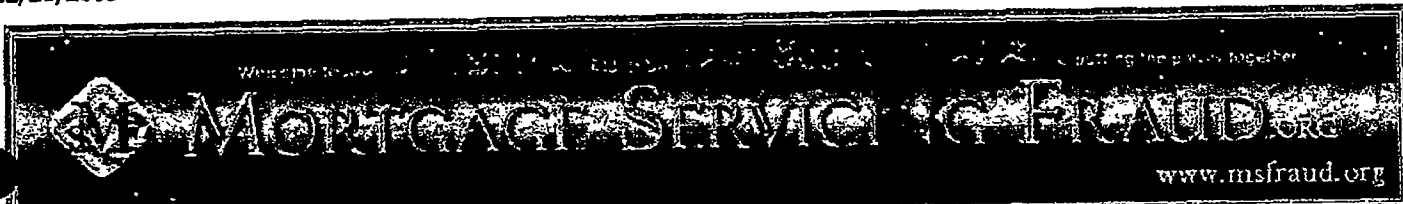
Shipment Activity	Location	Date & Time
Delivered	JACKSONVILLE FL 32231	11/16/09 6:30am
Arrival at Unit	JACKSONVILLE FL 32203	11/16/09 4:26am

USPS has not verified the validity of any email addresses submitted via its online Track &amp; Confirm tool.

For more information, or if you have additional questions on Track & Confirm services and features, please visit the Frequently Asked Questions (FAQs) section of our Track & Confirm site at <http://www.usps.com/shipping/trackandconfirmfaq.htm>

3e

12/26/2009



## The Fraudsters & Co-conspirators

**Mortgage Subservicing**  
Mortgage Loan Servicing Platform No  
Minimum Limits, All Loan Types  
www.graystonasolutions.com

**Refinance at 4.1% FIXED**  
\$150,000 mortgage for \$333/mo. No SSN  
req. Get 4 Free Quotes Now!  
MortgageRefinance.LendGo.com

**Mortgage Modification**  
Modify Bank America Home Mortgage  
Help Center Online or 888-495-6865  
www.PaymentHelp.org

**Fixed Rate Mortgage Loans**  
\$200,000 for Only \$1,059/Month Fixed  
Rate for Life at LendingTree  
www.LendingTree.com

*The list of problem companies and those aiding in the concealment of their crimes is so vast we can't possibly list them all.  
If you wish to have a company listed, you must submit documented proof of wrongdoing with your request.*

Ablitt Law Offices, P.C.  
Account Portfolios  
Accredited Home Lenders  
ACORN  
Adler & Associates  
Aegis Mortgage  
AIG  
Alegis Group  
Alliance Mortgage Group  
AllianceOne Receivables Management  
AllianceOne, Inc.  
Allied Home Mortgage Capital  
Allied Interstate  
All State Mortgage Lender  
ALLTEL  
Altegra Credit Company  
Alternative Home Financing  
Aman Collection Service  
AMC (Amerquest)  
American Alliance for Loan Management  
American Coradius  
American General Finance  
American Home Modifications  
American Recovery Systems  
American Revenue  
American Servicing Company  
America's Mortgage Banc  
American Legal Process  
America's Servicing Company  
Ameri-CK  
Ameridebt  
Amerifund Home Mortgage  
Ameriquet Mortgage  
Amerix  
AmNet Mortgage  
AMO Recoveries,  
Asset Management Outsourcing  
Appletree Mortgage  
Argent Mortgage (Ameriquet)  
Arrow Financial Services  
Ashwood Financial  
Asset Acceptance Capital Corp  
Asset Acceptance Corporation  
Asset Protection & Recovery Solutions, L.L.C.  
Associated Recovery Systems/ ARS National Services  
Associates (Citigroup)  
Atlantic Credit & Finance  
Aurora Loan Servicing  
Balboa Insurance  
Banc Boston Mortgage  
Bank of America  
Bank of New York  
Bank One/Banc One

Greentree Financial  
GreenPoint Mortgage  
Guaranty Bank  
Guaranty Residential Lending  
Guaranty Residential Mortgage Corporation  
Gulf State Credit  
Guyer & Enichen  
H&R Block Mortgage  
Hammer Financial (Illinois)  
Harmon Law Offices, P.C.  
Harris & Harris  
Harvard Collection Services  
Heady Financial  
HFC (Home Funding Corp.)  
Hibernia  
Hirsch & Westheimer  
Holland & Knight  
HomeBanc Mortgage  
Homecomings Financial (GMAC)  
Homecomings Financial Network  
HomeEq (Wachovia/Money Store)  
Homeloan Management Ltd  
Homeeq Servicing Corp.  
HomeSavers USA  
Homeside Lending (WAMU-Washington Mutual)  
Homestar Mortgage  
Household / Beneficial  
Household Finance  
Housing Assistance Services, Inc. (HAS)  
HSBC  
Hunt Leibert  
I.C. System  
Illinois Collection Services  
IMC Mortgage  
IndyMac Bank  
Innovis  
IntelliRisk  
Irwin Home Equity  
Irwin Union Bank & Trust  
J. C. Christensen & Associates  
JBC Legal Group (Boyajian)  
Jessie Riddle & Associates  
Johnson, Rodenburg & Lauinger  
Jones Day  
J. P. Morgan/Chase  
KCA Financial Services  
Kramer & Frank  
KeyBank  
LaSalle Bank (ABN Amro)  
Leader Mortgage  
Lehman Brothers  
Lenahan Law Offices  
Lending Tree

12/26/2009

## The Fraudsters &amp; Co-conspirators

Bank One / Banc One

Bank United

Bankers Trust of California

Barrett - Burke

Baum Law Firm

Bayview Financial LP

Bear Stearns

Bear Stearns Mortgage (a.k.a. EMC Mortgage)

Beneficial

Beneficial Financial Services

Bennett &amp; Deloney

Bernard L. Madoff Investment Securities LLC

Best Interest Rate Mortgage Company

Bierman, Geesing &amp; Ward, LLC

Blatt, Hasenmiller

Blitt &amp; Gaines

Bonded Collection Corporation

Boudreau &amp; Associates

Bowman, Heintz

The Law Office of Brett Margolin PC

Bronson &amp; Migliaccio, LLP

Brice, Vander Linden &amp; Wernick P.C.

Buchalter Nemer Fields &amp; Younger

Bureaus Investment

Burke, Costanza &amp; Cuppy

Calinco / Olympus

Cambridge Credit

Cambridge Credit Counseling

Capital City Mortgage

Capital Management Services

Capital Mortgage Services

Capitol Credit Service (Madison, WI)

Cavalry

C-BASS (Litton Loan Servicing)

CBE Group

CCB Credit Services

Celink

Cendant Mortgage

Cenlar F.S.B.

Centex Home Equity

Central Pacific Mortgage

Certegey

CFIC Home Mortgage

Chase Financial Funding

Chase Manhattan Mortgage

Chase Mortgage

Chex Systems

CitiCorp Mortgage

CitiFinancial Mortgage

CitiMortgage

City Finance (Washington Mutual)

Client Services, Inc.

Coalition for Fair and Affordable Housing

Coldata

Collect America, LTD

Collectcorp

Collection Associates

Collins Financial

Comerica Bank

Commercial Credit

Conseco

Consumer Credit Counseling

Consumer Data Industry Association

ConsumerInfo.com

ContiMortgage

Conti-Mortgage

Continental Services

Countrywide Mortgage

Credit Bureau Enterprises

Credit Collection Service

Credit Management Services

Credit Protection Association

Creditors' Alliance

Creditors Interchange

## Lending Firms

Lerner, Sampson &amp; Rothfuss

Liberty Mortgage

Litton Loan Servicing

Loan Arranger (broker)

Loan Giant

Long Beach Mortgage

LTD Financial Services

Luminent Mortgage Capital

M.R.S. Associates

Macey, Wilensky, Cohen

Malcolm S. Gerald &amp; Associates

Maverick Acquisition Corp.

McMahan &amp; Sigunick

MEDCLR

Medical Collection System/ Robert Mistovich

Mercantile Mortgage

Meritage Mortgage

Meritech Mortgage (formerly Saxon)

Merrill Lynch

Merrill Lynch Mortgage

MERS (Mortgage Electronic Registration Services)

Metropolitan Mortgage

MGIC

MidFirst Bank

Midland Credit Management/ MCM

Midland Mortgage

MKM Acquisitions

Morgan Stanley

Mortgage Lenders Network (MLNUSA)

MortgageIT

Moss, Codillis, Stawiarski, Morris, Schneider &amp; Prior

Mozilo, Angelo

MRS Associates

National Action Financial Services

National Asset Management Enterprises

National Asset Recovery Services

National City (Altegra)

National Enterprise Systems

National Financial Systems

Nations Credit

NationsBank/Nationsbank

Nationwide Credit

Nationwide Modification Agency Inc

NB Lending

NCO

NCO Financial Systems

NCO Group

Network Mortgage Servicing

New Century Financial Services, Inc.

New Century Mortgage

North Fork Bank (GreenTree)

Northland Group

NorWest Mortgage

Novastar

Ocwen/ Ocwen Federal Bank/ Ocwen Financial

Olympus Mortgage (Ameriquet)

Olympus Servicing

Option One Mortgage (H&amp;R Block)

Option One Mortgage (Irvine, Ca.)

Origen

Outsourcing Solutions (OSI)

Pacific Republic Mortgage

PCFS Mortgage Resources

People's Choice Home Loan

Perry Homes

Peters and Freedman

PHH Mortgage

Phillips &amp; Cohen Associates, Ltd.

Pioneer Credit Recovery

Platinum Financial Services

Platinum Home Mortgage

Plaza Associates

PMI Group



12/26/2009

## The Fraudsters &amp; Conspirators

## Creditors Interchange

Credit Suisse First Boston  
 Creve Coeur Mortgage  
 Cross Country Bank  
 Crossland Mortgage  
 CSFB  
 CTX Mortgage Co.  
 D&B Receivables Management  
 DebtOne  
 Debtworks  
 Decision One Mortgage  
 Delta Financial  
 Deutsche Trust (Bankers Trust)  
 DiTech Funding (.com)  
 Ditech.com  
 Diversified Adjustment Services  
 DLJ Mortgage Acceptance  
 Dovenmuehle Mortgage  
 Draper, Goldberg  
 Dun & Bradstreet RMS  
 DUNSCOMM  
 Dymacol  
 eAppraiseIT  
 EMC Mortgage Corporation  
 Emerald Home Loan  
 EMPIRE MORTGAGE  
 Encore Capital Group  
 Encore Receivable  
 Entrust Financial Services  
 Epstein & Frisch  
 Equicredit (NationsBank n.k.a. Bank of America)  
 Equifirst  
 Equity One  
 ER Systems  
 E\*Trade Bank  
 Everest Consumer Svcs.  
 Everhome  
 Experian  
 Fairbanks Capital (nka - Select Portfolio Servicing (SPS))  
 FBGS (Philadelphia, PA)  
 Federal Loan Modification Law Center and Federal Loan  
 Modification  
 Ferleger & Associates  
 FedMod  
 Fidelity  
 Fieldstone Mortgage  
 Fifth Third Bank  
 Finance America  
 Financial Asset Management  
 Financial Credit Corporation  
 Financial Recovery Services  
 Financial Resources Mortgage Inc.  
 First Alliance  
 First Alliance Mortgage  
 First American Investment Company  
 First Beneficial Mortgage  
 First Capital Mortgage  
 First Franklin Financial (NCFS)  
 First Horizon  
 First Horizon Home LoanL  
 First Metropolitan Mortgage  
 First Nationwide Mortgage  
 First NLC Financial Services  
 First Pacific Corp.  
 First Performance Recovery  
 First Residential Mortgage (Louisville, KY)  
 First Select Corporation  
 FlexPoint Funding (HomeFirst)  
 FLM Law Center LLP  
 Florida Default Law Group  
 FMA Enterprises  
 ForeclosureLink  
 Fourscore

## FIM Group

Portfolio Recovery Associates  
 Portfolio Recovery Services  
 PRA III, LLC  
 Principal Residential Mortgage  
 Pro Com Services  
 Professional Credit Management  
 Professional Recovery Systems  
 Protocol Recovery Service  
 Provident Bank  
 Quicken Loans  
 Quality Loan Service  
 RBMG  
 Receivables Management Solutions  
 Redline Recovery Services  
 Regent & Associates  
 Rels Valuation  
 Renaissance Mortgage Acceptance  
 Residential Loan Centers of America  
 Revenue Management  
 Revenue Production Management, Inc. (RPM)  
 Risk Management Alternatives  
 RJM (Fingerhut)  
 RRReview, Inc  
 RX Financial  
 Saxon Mortgage  
 Sagres Co.  
 Salvatore Spinelli  
 Saxon Mortgage Services  
 Schreiber & Associates of Danvers, Massachusetts  
 Schwartz & Schwartz  
 Security Finance Corporation of Oklahoma  
 Security National Servicing  
 Select Portfolio Servicing - SPS (formerly Fairbanks Capital)  
 Settleware.com  
 Shapiro & Kreisman  
 Sherman Acquisitions / Alegis  
 Southwest Credit Corp.  
 Summit Mortgage  
 Sunrise Credit Services  
 Suntrust Mortgage  
 Superior Bank  
 Surpas Resource Corporation  
 Taylor, Bean & Whitaker Mortgage Corp.  
 Tate & Kirlin Associates  
 Temple Inland Mortgage  
 The Associates  
 Town and Country Credit  
 TranSouth Financial Corporation  
 Transworld  
 Trauner, Cohen & Thomas  
 U. S. Bank  
 Unifund  
 Unifund Group  
 United Financial Mortgage  
 Universal Fidelity Corporation  
 Upland Mortgage  
 Valentine & Kebartas  
 Van Ru Credit  
 Wachovia Bank  
 Walinski & Trunkett  
 Walsh Securities Inc.  
 Washington Mutual (WAMU)  
 Wells Fargo  
 Weltman, Weinberg  
 Wendover Financial Services/  
 Weyerhaeuser Mortgage Co. (WMC)  
 Williams & Williams  
 Wilshire Credit Corp  
 WMC Mortgage  
 Wolpoff & Abramson  
 World Wide Financial Services  
 Worldwide Asset Management  
 Worldwide Asset Purchasing



12/26/2009

Fourscore

The Fraudsters &amp; Co-conspirators

Worldwide Asset Purchasing

Franklin Credit Management  
Franklin Credit Management (FCMC)  
Freddie Mac/Fannie Mae  
Freemont Investment & Loan  
Fulbright & Jaworski  
Full Spectrum Lending  
FSA  
Gateway Bank  
GC Services  
GE Capital  
GE Consumer Finance  
Gerald E. Moore & Associates  
GMAC or GMAC Mortgage Corp.  
Goldman Sachs  
Grabowski & Greene  
Greatstone  
Green Light Financial

Worldwide Financial Resources  
Worldzen  
Znet Financial  
Zwicker & Associates

[Link to old animated Fraudster Page](#)

Please use the temporary coupons below during your trial modification period, and be sure to include your loan number on your check. If you have already remitted some payments or have set up electronic payments for future payments under the trial plan, please disregard these temporary coupon(s) for those months.

If you prefer to make your payment by phone, or have any questions about these temporary coupons, please call us at (866) 926-8937. During your trial modification period, we are waiving any telephone payment fees and can schedule your payments in advance to help make it easier to keep your trial plan current. If your loan is in foreclosure, certified funds are required.

Additionally, you may not receive statements during the trial modification months. Normal billing statements reflecting the modified terms will resume once your trial modification is effective.

(cut here)

Trial Period Payment #4 (Modification Continuation Payment)

SHELLEY A ERICKSON  
Loan Number: 6826  
Payment Due: \$3224.00  
Due Date: 9/1/2009

*June*  
Chase/WaMu Payment Processing  
PO Box 78148  
Phoenix, AZ 85062-8148

For customers who have received a discharge in bankruptcy, or who are subject to the protections of an automatic stay in a bankruptcy proceeding, this notice is for information only and is not a demand for payment.

(cut here)

Trial Period Payment #3

SHELLEY A ERICKSON  
Loan Number: 6826  
Payment Due: \$3224.00  
Due Date: 8/1/2009

*July*  
Chase/WaMu Payment Processing  
PO Box 78148  
Phoenix, AZ 85062-8148

For customers who have received a discharge in bankruptcy, or who are subject to the protections of an automatic stay in a bankruptcy proceeding, this notice is for information only and is not a demand for payment.

(cut here)

Trial Period Payment #2

SHELLEY A ERICKSON  
Loan Number: 6826  
Payment Due: \$3224.00  
Due Date: 7/1/2009

*Aug*  
Chase/WaMu Payment Processing  
PO Box 78148  
Phoenix, AZ 85062-8148

For customers who have received a discharge in bankruptcy, or who are subject to the protections of an automatic stay in a bankruptcy proceeding, this notice is for information only and is not a demand for payment.

(cut here)

Trial Period Payment #1

SHELLEY A ERICKSON  
Loan Number: 6826  
Payment Due: \$3224.00  
Due Date: 6/1/2009

*Sept*  
Chase/WaMu Payment Processing  
PO Box 78148  
Phoenix, AZ 85062-8148

For customers who have received a discharge in bankruptcy, or who are subject to the protections of an automatic stay in a bankruptcy proceeding, this notice is for information only and is not a demand for payment.

Exhibit 5

## WaMu is becoming CHASE

Washington Mutual (CA2-4299)  
9200 Oakdale Avenue  
Chatsworth, CA 91311

October 13, 2009

SHELLEY A ERICKSON  
JOHN E ERICKSON  
5421 PEARL AVE SE  
AUBURN WA 98092

### Statement of Eligibility for Loan Modification

Account: 6826  
Property Address: 5421 PEARL AVE SE  
AUBURN WA 98092

Dear Mortgagor(s):

Washington Mutual is writing in response to your recent request regarding a loan modification on the above-referenced account through the Making Home Affordable (MHA) program and or Chase Modification Program (CMP). After researching your account, we have determined that you do not qualify for a modification under the MHA program and or Chase Modification Program (CMP) at this time for the following reason(s):

- Your income is insufficient for the amount of credit you have requested.

If your Loan is delinquent, we may be able to offer other alternatives to help avoid the negative impact a possible foreclosure may have on your credit rating, the risk of a deficiency judgment being filed against you, and the possible adverse tax effects of a foreclosure on your Property. If you are interested in discussing these possible alternatives, please contact us immediately at (866) 926-8937.

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You have a right to receive a free copy of your report from the reporting agency, if you request it no later than sixty (60) days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency by contacting the agency at the number provided below:

Equifax: PO BOX 740241  
Atlanta, GA 30374-0241  
(800) 685-1111

FEDERAL ECOA NOTICE

Exhibit 6

# Target grows on Goldman Sachs' back

## RESULT OF FEDERAL SUIT

**Other investors looking at how Goldman set up its money-losing deals**

BY LOUISE STORY  
AND GRETCHEN MORGENSON  
The New York Times

For Goldman Sachs, it was a relatively small transaction. But for the investment bank — and the rest of Wall Street — the stakes couldn't be higher.

Accusations that Goldman defrauded customers who bought investments tied to risky subprime mortgages have only just begun to reverberate through the financial world.

The civil lawsuit filed against Goldman on Friday by the U.S. Securities and Exchange Commission (SEC) seemed to confirm many Americans' worst suspicions about Wall Street: that the game is rigged, the odds stacked in the banks' favor. It is the first big case — but probably not the last, legal experts said — to delve into a Wall Street firm's role in the mortgage fiasco.

It is a particularly sensitive time for Wall Street. Washington, D.C., policy makers are debating a sweeping overhaul of the nation's financial regulations, and the news could embolden those seeking to rein in the banks. President Obama on Saturday stepped up pressure for a financial overhaul by accusing Republicans of "cynical and deceptive" attacks on the measure.

The SEC's action also could hit Wall Street where it really hurts:

and, at times, seemingly conflicted role in the mortgage meltdown. Goldman and others worked behind the scenes, bundling home loans into investments for sale to investors the world over. Even now, more than 18 months after the federal government rescued the teetering financial system, no one knows for sure how much money was lost on those investments.

The public outcry against the bank bailouts was driven in part by suspicions that a heads-we-win, tails-you-lose ethos pervades the financial industry.

To many, that Goldman and others are once again minting money — and paying big bonuses to their employees — is evidence Wall Street got a sweet deal at taxpayers' expense. The accusations against Goldman may only further those suspicions.

"The SEC suit against Goldman, if proven true, will confirm to people their suspicions about the total selfishness of these financial institutions," said Steve Fraser, a Wall Street historian and author of "Wall Street: America's Dream Palace."

"There's nothing more damaging than that. This is way beyond recklessness. This is way beyond incompetence. This is cynical, selfish exploitation."

Goldman's stock took a beating Friday, falling 13 percent and wiping out more than \$10 billion of the company's market value. It was a possible sign that investors fear the SEC complaint will damage Goldman's reputation and its ability to keep its hands on so many sides of a trade, a practice that is immensely profitable for the firm.



CHRIS HONDROS / GETTY IMAGES

Wall Street analysts said Goldman Sachs and other big Wall Street banks might be facing a new kind of risk: angry investors demanding background details on how their investments went south.

**“Any investor who bought these CDOs and lost a significant amount of money is probably looking at their investment and wanting to know: what were the details behind the sale?”**

WILLIAM TANONA  
analyst at Collins Stewart

litigations, which are at the heart of the Goldman case. CDOs, which are essentially bundles of securities backed by mortgages or other debt securities, turned out to be among the most toxic investments ever devised.

“Any investor who bought these

money from Goldman.

The German bank IKB Deutsche Industriebank, as well as the German government, which in 2007 put up billions to prevent IKB from collapsing, still seemed to be sorting out who might have legal standing to pursue a possible claim.

Wall Street firms tend to settle cases like this one, but Goldman on Friday indicated it intended to fight, perhaps in part to discourage suits by investors. But that strategy could set it up for a drawn-out, messy and public battle.

The SEC complaint named just one Goldman employee: Fabrice Tourre, a vice president in the bank's mortgage operation who

fense lawyer in New York. “Is it really conceivable that no one else was involved in this?”

As the housing market began to fracture in 2007, senior Goldman executives began overseeing the mortgage department closely, according to four former Goldman Sachs employees, who spoke on the condition of anonymity.

Senior executives routinely visited the unit. Among them were David Viniar, the chief financial officer; Gary Cohn, the president; and Pablo Salame, a sales and trading executive, these former employees said. Even Goldman's chief executive, Lloyd Blankfein, got involved.

Top executives met routinely with Dan Sparks, head of the mortgage trading unit, who retired in spring 2008. Managers instructed several traders to sell housing-related investments. Indeed, they urged Tourre and a colleague, Jonathan Ego, to place more bets against mortgage investments, the former employees said.

A Goldman spokesman said Saturday that the top executives were not involved in the approval process for the deal cited by in the SEC's fraud suit, and that their involvement with the mortgage department in 2007 was related to their desire to counterbalance the positive bets on housing the banks already had made.

Blankfein has been questioned by a congressional commission about the toxic vehicles Goldman devised and sold, even as the bank realized the housing market was in trouble.

Recent public statements made by Blankfein seem to conflict with



investment bank — and the rest of Wall Street — the stakes couldn't be higher.

Accusations that Goldman defrauded customers who bought investments tied to risky subprime mortgages have only just begun to reverberate through the financial world.

The civil lawsuit filed against Goldman on Friday by the U.S. Securities and Exchange Commission (SEC) seemed to confirm many Americans' worst suspicions about Wall Street: that the game is rigged, the odds stacked in the banks' favor. It is the first big case, but probably not the last, legal experts said — to delve into a Wall Street firm's role in the mortgage fiasco.

It is a particularly sensitive time for Wall Street: Washington, D.C., policymakers are debating a sweeping overhaul of the nation's financial regulations, and the news could embolden those seeking to rein in the banks. President Obama on Saturday stepped up pressure for a financial overhaul by accusing Republicans of "cynical and deceptive" attacks on the measure.

The SEC's action also could hit Wall Street where it really hurts: the wallet. It could prompt a spate of investor claims against Goldman and other Wall Street titans that devised and sold toxic mortgage investments.

Several European banks that lost money in the deal said Saturday they were reviewing the matter. They could try to recoup the money from Goldman.

The SEC action also raises new questions about Goldman, the bank at the center of more concentric circles of economic and political power than any other on Wall Street. Goldman has fiercely defended its actions before, during and after the financial crisis. On Friday, it called the SEC's accusations "unfounded."

Wall Street played a complex

bank bailouts was driven in part by suspicions that a heads-we-win, tails-you-lose ethos pervades the financial industry.

To many, that Goldman and others are once again minting money — and paying big bonuses to their employees — is evidence Wall Street got a sweet deal at taxpayers' expense. The accusations against Goldman may only further those suspicions.

"The SEC suit against Goldman, if proven true, will confirm to people their suspicions about the total selfishness of these financial institutions," said Steve Fraser, a Wall Street historian and author of "Wall Street: America's Dream Palace."

"There's nothing more damaging than that. This is way beyond incompetence. This is cynical, selfish exploitation."

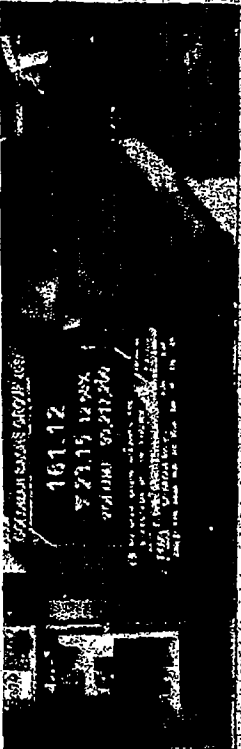
Goldman's stock took a beating Friday, falling 13 percent and wiping out more than \$10 billion of the company's market value. It was a possible sign that investors fear the SEC complaint will damage Goldman's reputation and its ability to keep its hands on so many sides of a trade, a practice that is immensely profitable for the firm.

**A new kind of risk**

It is unclear whether the SEC can prevail against Goldman. The bank long has maintained it puts its clients first and, in a letter in its latest annual report, repeated that position. Goldman said it never "bet against our clients" in its trades but rather was trying to hedge against other trading positions.

The transaction cited in the SEC complaint cost investors just over \$1 billion, relatively small by Wall Street standards.

Still, Wall Street analysts said Goldman and other banks, having navigated the financial crisis, might face a new kind of risk: angry investors. Most major Wall Street banks also created collateralized debt ob-



Wall Street analysts said Goldman Sachs and other big Wall Street banks might be facing a new kind of risk: angry investors demanding background details on how their investments went south.

**Any investor who bought these CDOs and lost a significant amount of money is probably looking at their investment and wanting to know: what were the details behind the sale?**

WILLIAM TANONJA  
Analyst at Collins Stewart

ligations, which are at the heart of the Goldman case. CDOs, which are essentially bundles of securities backed by mortgages or other debt securities, turned out to be among the most toxic investments ever devised.

Any investor who bought these CDOs and lost a significant amount of money is probably looking at their investment and wanting to know: what were the details behind the sale? said William Tanonja, an analyst at Collins Stewart. "Will they contact the SEC and say, 'Here's the transaction we participated in, and we'd love to know who is on the other side of it?'"

The biggest victim among investors, the SEC complaint said, was the Royal Bank of Scotland, which inherited a loss of \$841 million after it took over the Dutch bank ABN-Amro. According to a person briefed on the matter, Royal Bank, now controlled by the British government, is studying the documents but is not ready to decide whether to take actual

vid Vinlar, the chief financial officer, Gary Cohn, the president, and Pablo Salame, a sales and trading executive, these former employees said. Even Goldman's chief executive, Lloyd Blankfein, got involved.

Top executives met routinely with Dan Sparks, head of the mortgage trading unit, who retired in spring 2008. Managers instructed several traders to sell housing-related investments. Indeed, they urged Tourre and a colleague, Jonathan Ego, to place more bets against mortgage investments, the former employees said.

A Goldman spokesman said Saturday that the top executives were not involved in the approval process for the deal cited by the SEC's fraud suit, and that their involvement with the mortgage department in 2007 was related to their desire to counterbalance the positive bets on housing the banks already had made.

Blankfein has been questioned by a congressional commission about the toxic vehicles Goldman devised and sold, even as the bank realized the housing market was in trouble.

Recent public statements made by Blankfein seem to conflict with the account laid out by the SEC.

In testimony in January before the Financial Crisis Inquiry Commission, the panel appointed by Congress to examine the causes of the crisis, for example, he described Goldman's approach to dealing with its clients: "Of course, we have an obligation to fully disclose what an instrument is and to be honest in our dealings, but we are not managing somebody else's money."

But the SEC complaint says Goldman misled investors, failing to tell them the mortgage bonds underpinning the investment had been selected by a prominent hedge-fund manager who wanted to bet against the investment, the SEC says. Those bonds were especially vulnerable, the commission says.

### Questioning higher-ups

A big question is how far up this might go. The SEC said the deal in its complaint had been approved by a committee at Goldman called the Mortgage Capital Committee.

"It's typical that they'd start with someone lower down on the chain and try to exert pressure on that person," said Bradley Simon of Simon & Partners, a white-collar de-

161.12  
7/15/10 12:28  
04/01 03/21/10

OFFICE OF THE ATTORNEY GENERAL

# THE NEWS TRIBUNE

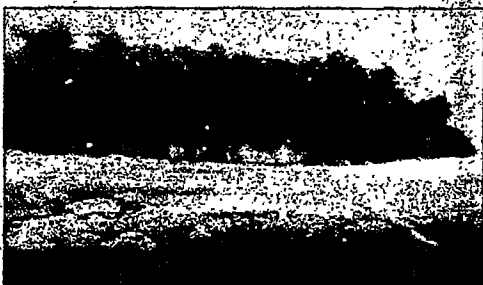
TUESDAY, APRIL 16, 2010

SOUTH SOUND, TACOMA

## TODAY'S WEATHER

**NICE BUT WET:** Partly sunny with afternoon showers.  
High: 68. Low: 45.  
Details, B8

## IN THE NEWS



### Volcanic ash cloud disrupts air traffic

The eruption of a volcano in Iceland has disrupted air travel around the world - including at Sea-Tac - as the ash cloud drifted into European airspace.

SEE STORIES, PAGES A10, A12.

### Ex-Lakewood man gets death sentence

A former Lakewood man has been sentenced by a military jury to die for the murders of a North Carolina mother and her two children in 1985.

SEE STORY, PAGE A6.

### That's our boy (skinny ties and all)

We're so proud of locally grown pro golfer Ryan Moore. His decent finish at the Masters. That hole-in-one at the same tourney. And, of course, his strong fashion ... courage.

SEE THE NOSE, PAGE A3.

### Federal law bumps into state law

A marijuana grower in Colorado made the mistake of bragging to a local television station about how he was going to make hundreds of thousands of dollars by growing weed in his basement. Then the feds came calling.



GUT!  
KEEPS IT  
SIMPLE

SPORTS, B1

## WaMu failure blamed on lax fed oversight

**SUPERVISION:** Glaring problems found in 2002, Senate panel says

BY DANIEL WAGNER  
The Associated Press

WASHINGTON - Federal bank regulators failed to stop shoddy lending and excessive risk-taking at Washington Mutual Inc. for years because they were too chummy with WaMu executives, a Senate panel says.

WaMu's primary regulator, the Office of Thrift Supervision, failed to properly oversee the bank, according to a report released Thursday by the Permanent Subcommittee on Investigations. The OTS' lax oversight led to WaMu's failure, the biggest by a U.S. bank, the report says.

"OTS' failure to act allowed Washington Mutual to engage in unsafe and unsound practices that cost borrowers their homes, led to a loss of confidence in the bank and sent hundreds of billions of dollars of toxic mortgages into the financial system," contributors said.

Please see WAMU, back page

## TEA PARTY CROWD

STATE CAPITOL  
spending, taxes,

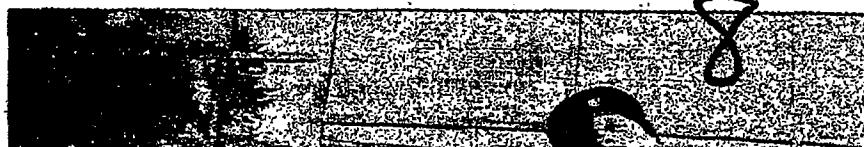
BY JORDAN SCHRADER  
Staff writer

Tea party activists Thursday lament spending and leading Democrats and nation - as well as slight reputation.

Opponents and the news media them and portrayed them as haters and some of the roughly 3,000 a tea party rally in Olympia, with rallies in Seattle and hundreds on the day federal income taxes.

"There are some hate people."

## Rappers' refrain: 'Cen-sus.'





RIDAY • APRIL 16, 2010

*"Paper WAMU began risk + shady deals  
slip"*

## WAMU

CONTINUED FROM A1

ing to the financial crisis, the report says.

Panel chairman Sen. Carl Levin, D-Mich., says the OTS' chief, John Reich, called the bank his "biggest constituent" when preparing for a meeting with WaMu CEO Kerry Killinger.

Reich did not respond to calls for comment Thursday evening.

The panel released some findings of an investigation Thursday, in advance of a hearing it will hold today on regulatory oversight of WaMu. It will hear from former and current officials from OTS and the Federal Deposit Insurance Corp. Among them will be Reich, FDIC Chairman Sheila Bair and current OTS chief John Bowman.

Levin said the OTS was too forgiving with WaMu after agency regulators found glaring problems with its lending and risk management starting in 2002. He called the relationship a "clear conflict of inter-

est." Since the OTS is funded by fees from regulated banks including WaMu.

WaMu's fees accounted for 12 to 15 percent of the OTS' budget, more than any other bank's, the report says.

The OTS oversaw WaMu "on a collaborative basis, not a regulatory basis," said Levin, who chairs the Permanent Subcommittee on Investigations.

WaMu was a major player in subprime mortgages between 2002 and 2008, when it failed and the government seized it at the height of the financial crisis. The staff report says OTS recognized major problems at WaMu starting in 2002 but relied on the bank to correct the issues voluntarily. WaMu repeatedly failed to do so, but the OTS never forced a change, the report says.

Fueled by the housing boom, Washington Mutual's sales to investors of subprime mortgage securities leapt from \$2.5 billion in 2000 to \$29 billion in 2006. The 119-year-old thrift, with \$307 billion in assets, was sold for \$1.9 billion to JPMorgan Chase & Co. in a deal brokered by the

FDIC.

The FDIC administers the fund that insures regular bank deposits and has backup oversight of all insured banks. The agency was critical of WaMu's practices and pressed the OTS to take tougher action, the report says. It says OTS blocked the FDIC's efforts to perform its own examinations.

A separate report issued jointly by the inspectors general of the Treasury Department and the FDIC faulted the two agencies for infighting that delayed action. But it says OTS bears more blame because it blocked the FDIC's examiner from accessing information needed to assess the bank's strength.

"OTS' supervision did not adequately ensure that WaMu corrected those problems early enough to prevent a failure of the institution," the inspectors general wrote.

Former WaMu executives and regulators criticized the OTS' oversight in interviews Thursday.

"The regulators did not possess the



Killinger

OTS provided "if of any federal be Committee s have gone further authority to cond of WaMu. And cies engaged in summer of 200 spread.

OTS spokes the OTS has ad eral's recomme aminers' report not comment o ings, because h provided its rep

At a hearin



WEDNESDAY • APRIL 16, 2010

WASH. POST

ED FROM A1

financial crisis, the report says. Chairman Sen. Carl Levin, D-Mich., the OTS' chief, John Reich, Levin, who chairs the Permanent Subcommittee on Investigations.

WaMu was a major player in subprime mortgages between 2002 and 2008, when it failed and the government seized it at the height of the financial crisis. The staff report says OTS recognized major problems at WaMu starting in 2002 but relied on the bank to correct the issues voluntarily. WaMu repeatedly failed to do so, but the OTS never forced a change, the report says.

Fueled by the housing boom, Washington Mutual's sales to investors of subprime mortgage securities leapt from \$2.5 billion in 2000 to \$29 billion in 2006. The 119-year-old thrift, with \$307 billion in assets, was sold for \$1.9 billion to JPMorgan Chase & Co. in a deal brokered by the

## FDIC

The FDIC administers the fund that insures regular bank deposits and has backup oversight of all insured banks. The agency was critical of WaMu's practices and pressed the OTS to take tougher action, the report says. It says OTS blocked the FDIC's efforts to perform its own examinations.

A separate report issued jointly by the inspectors general of the Treasury Department and the FDIC faulted the two agencies for ignoring that delayed action. But it says OTS hears more blame because it blocked the FDIC's examination from accessing information needed to assess the bank's strength.

"OTS' supervision did not adequately ensure that WaMu corrected those problems early enough to prevent a failure of the institution," the inspectors' general wrote.

Former WaMu executives and regulators criticized the OTS' oversight in interviews Thursday.

"The regulators did not possess the



Killinger

right technical resources or expertise to oversee the complexity of institutions" like WaMu, said Clifford Rossi, a top risk officer at WaMu in 2007 who worked at OTS in the 1990s.

As a result, Rossi said, OTS provided "by far the softest" oversight of any federal bank regulator.

Committee staff said the FDIC could have gone further in using its backup authority to conduct its own examinations of WaMu. And Levin said the two agencies engaged in "a turf war" during the summer of 2008 as the financial crisis spread.

OTS spokesman William Rubery said the OTS has adopted the inspectors' general's recommendation that it track examiners' reports more closely. He would not comment on the subcommittee findings, because he said the panel had not provided its report to the OTS.

At a hearing Tuesday, lawmakers

aimed tough questions at CEO Killinger and other former WaMu executives. Killinger rejected most of the accusations. He argued that WaMu was sold off rather than propped up by the government because it wasn't part of an elite club of Wall Street banks that he said influences the government.

Levin retorted Thursday that WaMu was part of another, equally dangerous club: Banks that chose to be regulated by the OTS to take advantage of its perceived lax oversight.

The hearings follow an 18-month investigation by the Senate Homeland Security and Governmental Affairs subcommittee. It found that WaMu's lending operations were rife with fraud, including fabricated loan documents. It also concluded that management failed to stem the deception despite internal probes.

Levin has said the panel will decide after the hearings whether to make a formal referral to the Justice Department for possible criminal prosecution.

## CENSUS CONTINUED FROM A1

roads and other services will be divided up according to population.

Their target is the so-called "hard-to-count" populations — largely people of color, poverty and low education.

An analysis of 2000 census data showed that about 14 percent of Washington's population lived in "hard-to-count areas" according to a group called The Census Project.

About 26.5 percent of Pierce County's 785,600 residents are minorities and about 11.3 percent of the population lives below the poverty line, according to 2008 estimates from the Census Bureau.

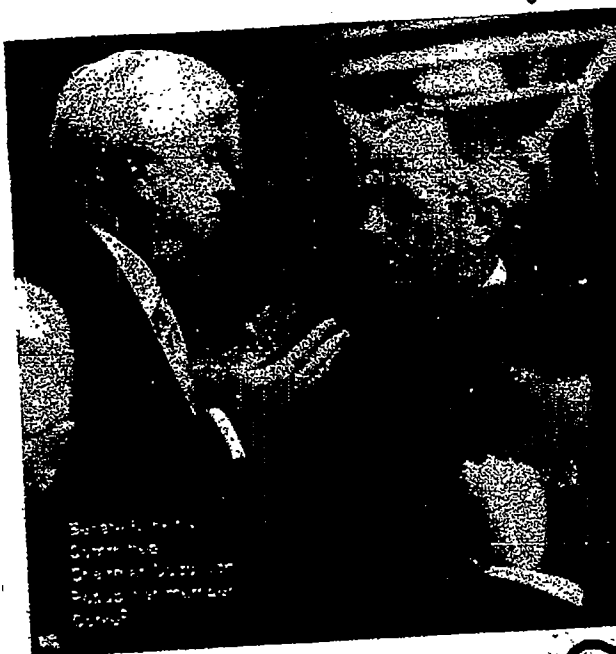
Reaching these groups is important,





*This is out of the mouth of the top people at the White House*

overdraft fees. All the stuff you have to do in your daily life to survive economically. This is an industry where the business model has fundamentally changed. Back in 1980 the credit-card agreement for Bank of America would have fit on one sheet of paper. Terms were clear. They figured—well, here's your creditworthiness, and here's what we have to charge. We're a little worried about inflation; how much it's going to cost us to monitor this, so we'd better make a little profit. It worked, right? Mortgagees were set up pretty much the same way; car loans, too. Then we got rid of usury laws. And the credit-card folks said, you know, we could just hold up one or two things in front of you: low, low financing—7.9%. We could hold up free gifts. We could hold up a warm and fuzzy relationship. And then we could put what are called in the trade revenue enhancers back in the fine print, and we could make a lot of money because you won't figure out what this product costs. So that one-



revenues of Wall Street banks.

Are Dodd and Corker serving the interests of the bank lobby? Well, we'll know when this bill comes out of Congress.

As part of overall financial reform, where do you put the significance of the agency?

The tip of the spear in the sense that this is where our financial crisis started: one lousy mortgage at a time; one family who got tricked, cheated at a time. Then those risks were sliced, diced, and put into all kinds of fancy financial instruments that made

billions for Wall Street banks and then [crashed] the whole system.

Are you in favor of the so-called Volcker Rule that suggests commercial banks shouldn't engage in proprietary trading, owning hedge funds, owning private equity firms. I like Volcker, but I think it has to be a little bigger. The idea behind it is if you're going to take deposits, if you're going to be one of our guaranteed institutions, then there is a range of interconnected financial activities that have to be more carefully examined: defaults and swaps and derivatives. We can't let a nonbank pull the whole game down.

What else do you want to see in a regulatory bill? We started at families. The other end is too big to fail. [We need] a Chapter 11 system, whatever we want to call it, a part of the legal structure that permits us as a people to say with real credibility: I don't care what your business is. I don't care how big you are, how intertwined you are. If you make bad enough decisions, you can be liquidated. Your shareholders wiped out and top management fired. (BW)

Watch Charlie Rose on Bloomberg TV weeknights at 8 p.m. and 10 p.m.

## I DON'T CARE HOW BIG YOU ARE ... IF YOU MAKE BAD ENOUGH DECISIONS, YOU CAN BE LIQUIDATED

page credit-card agreement in 1980 has now grown to about 30 pages. And it's not just 30 pages, it's 30 pages of incomprehensible fine print.

Even though you say it's not about real estate, do you have a preference where this agency should be? Standing alone.

A whole new bureaucracy even though the Fed has the tools to start doing it tomorrow? There are seven bureaucracies in Washington right now that each own a piece of consumer financial protection.

Bloated, inefficient, and either ignored and ineffective or captured by the large financial institutions. [This is] the regulatory system we've got now. It works very well for the large financial institutions because it means no effective regulation. What I want is to take this agency out of those seven agencies, shrink it down, and make it effective. You've got to have an agency that's ultimately independent, whether it's

located within the Fed, within Treasury, within the Department of Agriculture, or whether it sits in its own separate place. The key

is whether or not it is functionally independent. Does it write its own rules? Does it enforce those rules and does it have access to a budget that's independent of the folks who want to smother it?

What do you think will happen? Politics is already happening, Charlie. Let's be clear where we are. This is an agency that just makes sense. This isn't liberal or conservative. This isn't a division of ideology. This is about bank lobbyists. This is about people who are paid professionally to kill this agency so they can protect the

*AND NOW THE BANKS  
want to steal our homes.*

9

YouWalkAway

Search



"I'll help you"  
"I'll help you"  
"I'll help you"  
"I'll help you"



COUNTRYWIDE  
COUNTRYWIDE  
HOME LOANS, INC.  
Not a representative



Home is an hour in  
convenient this  
Friday August  
6th...

HOME	FORUM	MORTGAGE	LOANS	REFINANCE	FORECLOSURE	REAL ESTATE	RENT	DEBT & CREDIT	CALCULATORS	RATES	NEWS	JOIN US
------	-------	----------	-------	-----------	-------------	-------------	------	---------------	-------------	-------	------	---------

Mortgage Forum - LoanSafe.org > Mortgage Advice > Chase Mortgage - Tell Us Your Chase Story  
Chase HAMP Denied - class action for fraud?

User Name  ☐ Remember Me?  
Password

**Official HAMP Help**  
Save Your Home & Reduce Pmts  
50% Find Out Instantly If You  
Qualify.  
[www.usmortgagerelief.org/Obama-Plan](http://www.usmortgagerelief.org/Obama-Plan)

**Countrywide Settlement**  
Official data settlement website.  
Questions? Call 1-866-940-3612.  
[www.CWdataclaims.com](http://www.CWdataclaims.com)

**The Anti-Fraud Solution**  
Detect and Stop Online Fraud Now.  
See a Free Demo of FraudView  
Now.  
[www.ArcSight.com/FraudView](http://www.ArcSight.com/FraudView)

Register:

Video Directory

FAQ

Privacy

Members List

Calendar

Today's Posts

Search

## Featured

## Ads by Google

Chase Settlement  
Fraud Investigators  
Mortgage Litigation  
Lending Fraud



**Chase Mortgage - Tell Us Your Chase Story** Chase Mortgage and Chase Home Finance are and were huge lenders. We are getting a lot of traffic from people looking for help with their adjustable rate loans. This section will help you deal with this corporate giant where people are starting to get lost in their loss mitigation system.

This is a discussion on *Chase HAMP Denied - class action for fraud?* within the **Chase Mortgage - Tell Us Your Chase Story** forums, part of the Mortgage Advice category; I am 16 months into a Chase HAMP trial modification, am a perfect candidate for a modification (I make sufficient ...

Ads by Google

Fraud Investigation

IRS Fraud

Loan Foreclosure

Fraud Insurance

Government Fraud



Thread Tools Display Modes

10/13/2010, 11:15 AM

lauracec

Junior Member



Join Date: Jun 2010  
Posts: 2

Chase HAMP Denied - class action for fraud?

permalink

**ChaseLoan Modification**

We Are Here To Help. 1-800-690-0720  
[www.ModHelpNow.info](http://www.ModHelpNow.info)

**The Anti-Fraud Solution**

Detect and Stop Online Fraud Now. See a  
Free Demo of FraudView Now.  
[www.ArcSight.com/FraudView](http://www.ArcSight.com/FraudView)

I am 16 months into a Chase HAMP trial modification, am a perfect candidate for a modification (I make sufficient money for the modified loan, never late, etc.) and I was told Friday that my application is denied. (for trumped up reasons, i.e., my documents weren't up to date -- the operator insisted that I was supposed to update ALL my documents every 60 days, even though this is not stated anywhere and was never told to me all this time until now. So, I'm done, I'm denied, game over after 16 months of this).

Ads by Google

Therefore, Chase is churning in the worst way. Offering a 3-month trial plan for 16 MONTHS...

#10

**MAKING  
HOME  
AFFORDABLE**



**Need help  
with your  
mortgage?**

Call the  
Homeowner's  
HOPE™ Hotline  
or visit  
MakingHome  
Affordable.gov

**888-995-HOPE**  
Homeowner's HOPE Hotline

Chase HAMP Denied - class action for fraud  
and then a letter from Chase saying they are not going to amass any  
fines, fees, and delinquencies, which of course now I can't pay. This amounts to fraud  
under anyone's definition.

Please write to me if there is movement toward a class action lawsuit against Chase  
for fraud under the Affordable Homes program. They are clearly using it to their  
advantage racking up additional fees and fines they can collect for as long as possible  
before denying.

**Should I Short Sale?**

Free E-Book. Facing Foreclosure? Notice of  
Default? Walk Away Now.  
shortsale24.com

**Income Annuity Rates Now**

High Yielding Annuities to Compare Choose to  
Retire with Confidence  
Annuity-Rates.2Insurance4Less.com

**No Int Paymnt for 90 Days**

Buy a Home & No interest payments for 3  
months.OAC. FHA & VA Loans  
www.RANLife.com

**Kiel Mortgage Loans**

Home Ownership Could Be Easier Than You  
Thought. Get Started Today!  
www.KielMortgage.com

Ads by Google



Join Date: Nov 2009

**goldie**  
Senior Member



Join Date: Nov 2009  
Location: CA  
Posts: 1,153  
03-02-2009

Re: Chase HAMP Denied - class action for fraud?

permalink

Quote:

Originally Posted by **lauracec**  
I am 16 months into a Chase HAMP trial modification, am a perfect candidate  
for a modification (I make sufficient money for the modified loan, never late,  
etc.) and I was told Friday that my application is denied. (for trumped up  
reasons, i.e., my documents weren't up to date -- the operator insisted that  
I was supposed to update ALL my documents every 60 days, even though  
this is not stated anywhere and was never told to me all this time until now.  
So, I'm done, I'm denied, game over after 16 months of this).

Therefore, Chase is churning in the worst way. Offering a 3-month trial and  
then a determination, but instead stringing me along for 16 MONTHS  
amassing fines, fees, and delinquencies, which of course now I can't pay.  
This amounts to fraud under anyone's definition.

Please write to me if there is movement toward a class action lawsuit  
against Chase for fraud under the Affordable Homes program. They are  
clearly using it to their advantage racking up additional fees and fines they  
can collect for as long as possible before denying.

Have you complained to the office of the controller of currency or MHA compliance? Is  
your loan Fannie or Freddie owned? Have you escalated your case to the office of the  
president at Chase? Are you following up weekly?

This sounds like mortgage servicing fraud. They do deliberately string people along  
until the point of no return. There could be other issues with your loan too, such as  
assignment fraud, MERS involvement, etc., that could give you more causes of action  
if you did file suit. I know there is a class action in New York against Chase, but don't  
know about other states.

Here's a little tutorial on what the lenders are up to:

<http://freein90.s3.amazonaws.com/How...nd%20Clear.pdf>

I can't vouch for content, but this guy makes a lot of valid points and he is right on  
the money about some of them (like Chase has already been paid for your house  
several times over, so a foreclosure would be icing on the cake for them) and he is  
quite entertaining.



Join Date: Nov 2009

**diana0806**  
Senior Member



Re: Chase HAMP Denied - class action for fraud?

permalink

Hey lauracec, I am tired of chase stringing me along for 31 months and during that  
time offering me mods that were horrible. Racking up late fees, interest ect ect. That  
they know I could never pay. I have been offered 4 in house loan mods and one was  
worse than the other. My lawyer this week is filing a federal lawsuit in nj for fraud  
against chase. The underwriter must have been smoking some strong stuff when he  
was putting together my offers. I am scared to death but it has to be done. I started

10a

Join Date: Aug 2008  
Posts: 377  
07/28/2009 08:08

Chase HAMP Denied - class action for the whole time. But the bottom line he works for chase and looks out for there best interest. So fight like hell. Get mad. Hang in there. We will prevail!!!!!!



**litehouse01**  
Senior Member



Join Date: Sep 2009  
Location: By the Beautiful  
Cheasapeake Bay  
Posts: 1,403  
02/28/2010 08:23

Re: Chase HAMP Denied - class action for fraud?

permalink

Documents are to updated on a regular basis....Whenever I got a new doc I faxed it to the number that would automatically put the docs in to my account. Its part of the process like it or not to update your information paystubs, bank statements etc.....we have all been there and all had to update so as not to get kicked off the program..when you do not update they kick you off the program. We ALL have had to update you will not get a mod without updating on a regular basis. I would always call and ask what else they needed from me to try and be sure I didn't miss a beat.....getting a modification is a very difficult journey to be sure.....best of luck to you

Choices Determine Outcome



**1down1togo**  
Senior Member



Join Date: May 2010  
Location: Sac, CA  
Posts: 56  
07/28/2010 08:08

Re: Chase HAMP Denied - class action for fraud?

permalink

Also, being denied doesn't mean game over. You can try to have your case reopened, or you can always re-apply. Most of us have applied more than once.

It's not right, how the banks are handling it, but if you still have some fight left in you, you can keep going..



**lauracec**  
Junior Member



Join Date: Jun 2010  
Posts: 2  
07/28/2010 08:08

Re: Chase HAMP Denied - class action for fraud?

permalink

THANK YOU ALL SO MUCH FOR REPLYING. The responses make me feel less alone (I'm a single mother of two adopted orphans and it's a lousy feeling, like I'm failing them) Fyi, of course I have been updating documents every month, as requested. Same documents over and over again. But just 2 weeks ago, I was told by a Chase rep. "no, we don't need anything else. we have everything we need." and then out of the blue, they deny me for not having up-dated document (which they never asked for and they deny that the guy two weeks ago said they didn't need anything at that time, and he said it with a witness in a 3-way conversation with me and Money Management (a supposed nonprofit HUD-certified "helper" -- some help they've been).

Thanks again. I prepared a spanking new app. last night and will try it all again. It's been SO much fun the first time around, why not start it all again!

Your support and tips are MUCH appreciated!



**ansky**  
Senior Member



Join Date: Mar 2010  
Posts: 195  
07/28/2010 08:08

Re: Chase HAMP Denied - class action for fraud?

permalink

Quote:

Originally Posted by lauracec  
THANK YOU ALL SO MUCH FOR REPLYING. The responses make me feel less alone (I'm a single mother of two adopted orphans and it's a lousy feeling, like I'm failing them) Fyi, of course I have been updating documents every month, as requested. Same documents over and over again. But just 2 weeks ago, I was told by a Chase rep. "no, we don't need anything else. we have everything we need." and then out of the blue, they deny me for not having up-dated document (which they never asked for and they deny that the guy two weeks ago said they didn't need anything at that time, and he said it with a witness in a 3-way conversation with me and Money Management (a supposed nonprofit HUD-certified "helper" -- some help they've been).

Thanks again. I prepared a spanking new app. last night and will try it all again. It's been SO much fun the first time around, why not start it all again!

Your support and tips are MUCH appreciated!

106



Chase HAMP Denied - class action for documents every two months since they expire in 2 months and sent pay stubs, checking statements, updated hardship and 4506T every month. I would fax them and call 2 days later to make sure they were added to my file.

When you call they dont look deep into the file to see if anything is missing, My file was with underwriter many times and got kicked back for missing documents atleast once a month before I started sending documents before they asked for updated ones.



06/11/10 12:28 PM

**leeandsarah**  
Senior Member



Join Date: Nov 2009  
Posts: 30

Re: Chase HAMP Denied - class action for fraud?

[permalink](#)

Massachusetts currently has a class action suit against Chase for not fulfilling their three month obligation during trial modification. The National Consumer Law Center is acting as co-counsel. You can read the legal complaint on their website which may be informative, or just give them a call.



06/11/10 12:34 PM

**LetsMakeADeal**  
Senior Member



Join Date: Jan 2009  
Posts: 68

Re: Chase HAMP Denied - class action for fraud?

[permalink](#)

Great information! I was just denied after 16 months for the same thing even though I gave them everything they wanted the second they asked for it.

But I got information today from another poster that I will live by. I will automatically send them my package every month and if they screw with me again or play games....I have documentation that supports me even more.



06/11/10 12:43 PM

**davephx**  
Senior Member



Join Date: Jul 2009  
Posts: 4,035

Re: Chase HAMP Denied - class action for fraud?

[permalink](#)

Quote:

Originally Posted by **leeandsarah** Massachusetts currently has a class action suit against Chase for not fulfilling their three month obligation during trial modification. The National Consumer Law Center is acting as co-counsel. You can read the legal complaint on their website which may be informative, or just give them a call.

But how does that help anyone else?

Most folks can not go out and pay a attorney maybe \$10,000 just to file a suit and maybe \$100k more over the next 5-10 years in litigation.

The NCLC in filing these cases could set legal precedent or it could be tossed but probably will not know for years long after HAMP is expired. I hope that is not the case but lawsuits are a very slow process with civil courts very backlogged in most jurisdictions.

I like the fact it helps get word out what the servicers are doing but that doesn't save homes for people that need mods know.

I have no idea how the litigation was financed but having a know national organization like NCLC behind you certainly helps! And gets media attention.

Sadly however the servicers are legally comitted to their shareholders to maximize profits not lose money by doing mods vs foreclosure sales with no law forcing them to lose money and do what is best of the entire U.S. economy. Without a law even though bailed out... they only work for their bottom line profit lead my the multi-million dollar salaried execs whose job is to make more millions for the shareholders.

Sadly that is reality despite all the Admin/Treasuries desparate attempts to get more mods done, the banks have no legal obligation to do so.

06/11/10 04:15 AM



Join Date: Mar 2010  
Posts: 195

Originally Posted by LetsMakeADeal

Great information! I was just denied after 16 months for the same thing even though I gave them everything they wanted the second they asked for it.

But I got information today from another poster that I will live by. I will automatically send them my package every month and if they screw with me again or play games....I have documentation that supports me even more.

Thats the only way to get it done. This was a suggestion to me from a Chase rep that was better than most. When I called for an update he said all documents were good. I told him that I hear this all the time but then I get a letter that something is missing. He said he would look deeper into my file and actually look at the documents. He was able to tell me which documents hit their 60 day end of life and which to resend.

The problem is your documents might be perfected (Heard this so many times) but when the file finally reaches the underwriter it could be 1-2 months later some documents might be outdated so it will get kicked back out of underwriting and you have to start over again.

Send in your bank statements, pay stubs, P&L's (If self employed) every month. Dont wait for them to ask. Also send in an updated hardship letter atleast every 2 months so they know that your hardship still exists.



menace

Senior Member



Join Date: Apr 2010  
Posts: 900

Re: Chase HAMP Denied - class action for fraud?

permlink

You are not suppose to have to update your docs. The servicers are 'playing games' with HAMP rules. As long as your documents were less than 90 days old when you sent them, they don't need anymore. They are just looking for any excuse to deny your modification. If there is a document they need, they are suppose to send you a written notice before they can deny your modification. The documents required for HAMP are minimal- tax return, authorization to get tax transcripts, Hardship letter, paycheck documentation, and financial statement. The only thing that would change is pay amount, and they are suppose to use the info they prequalified you with. Everything else is constant- and they are required to check your credit report for things like credit card balance etc. They should be just asking if anything has changed, and if not, they don't need up dated docs.



ansky

Senior Member



Join Date: Mar 2010  
Posts: 195

Re: Chase HAMP Denied - class action for fraud?

permlink

Quote:

Originally Posted by menace

You are not suppose to have to update your docs. The servicers are 'playing games' with HAMP rules. As long as your documents were less than 90 days old when you sent them, they don't need anymore. They are just looking for any excuse to deny your modification. If there is a document they need, they are suppose to send you a written notice before they can deny your modification. The documents required for HAMP are minimal- tax return, authorization to get tax transcripts, Hardship letter, paycheck documentation, and financial statement. The only thing that would change is pay amount, and they are suppose to use the info they prequalified you with. Everything else is constant- and they are required to check your credit report for things like credit card balance etc. They should be just asking if anything has changed, and if not, they don't need up dated docs.

Not sending updated docs will get you denied. If you want to save your home and get a modification keep your documents updated. NO ONE has received a modification within 90 days. Your documents will get outdated and if not updated you will get denied. Be pro-active and you will win the battle. It took me 17 months to get my modification and I am not alone. I think the earliest I have seen is 5-6 months. Keep your documents updated!



menace

Senior Member



Join Date: Apr 2010

Re: Chase HAMP Denied - class action for fraud?

permlink


I was just stating what the HAMP requirements are, not that the banks follow them.

10c

15

Re: Chase HAMP Denied - class action for fraud? [permalink](#)

**Rubylee**  
Member



Join Date: Jun 2010  
Posts: 6


We were in the middle of a loan mod when we got the foreclosure notice stapled on our home...we called Chase they said to ignore it and we continued with the loan mod. Then a Real Estate agent told me our home **WAS** sold the end of July 2009. We then again called Chase and they told us that our loan mod was done and we were fine and if it was sold it would be re instated...once again we believed them. Our loan mod documents showed up via Fed ex in August 2009 and we have made our payments until April of 2010 when we were served an Eviction notice by a bank who bought it back in July of 2009!!...Now we had to hire an attorney since Chase was collecting our money and billing us and on paper the house isn't theirs...it belongs to Federal Home Bank... so now what??? The attorney got the eviction stopped for now but Chase won't respond to his letters...we still are living here but Chase isn't getting anymore of our money until I know where it is going.

Quote

16

Re: Chase HAMP Denied - class action for fraud? [permalink](#)

**HelloNjChase**  
Member



Join Date: Jun 2010  
Posts: 23

I'm in /I'm in Nj > Chase has the same story all over. let me know if there is a class action vs chase in NJ. Pm me if there is.

PM Me if you have any info we can share.

- 9 months of being dragged via loan modification
- Finally to come to a Denial of insufficient income ( May 10 )
- Did not pay my June Payment \$2900
- Received Foreclosure Notice
- How much time do I have
- What Can I do ? I want to keep my 1st home
- Need cheap lawyer in NJ


I Hate  
Chase Bank  
Manufacturer Hanover Trust  
Chemical Bank  
JP Morgan Chase

Quote

17

Re: Chase HAMP Denied - class action for fraud? [permalink](#)

**diana0806**  
Senior Member



Join Date: Aug 2008  
Posts: 377


Hey nj, I live in nj and I am suing chase for fraud as we speak. My lawyer tried to contact chase via certified letters to different parts of this black hole to see if they want to work this out before case goes to court. No response. So she is about to file a fraud case. My congressmans-lawyer said i have a great case. I have been battling this black hole for almost 3 years. I will keep all updated. We will prevail!!!!!!!!!!!!!!

Quote

18

Re: Chase HAMP Denied - class action for fraud? [permalink](#)

**breatheasy**  
Senior Member



Join Date: Feb 2010  
Posts: 39

Hey LecannSarah,  
What is the website? I am in Mass. and the same thing is happening to me. I am so overwhelmed with Chasing around.

Quote

Sponsored Links



10d



« [Previous Thread](#) | [Next Thread](#) »

**Posting Rules**

You may **not** post new threads  
 You may **not** post replies  
 You may **not** post attachments  
 You may **not** edit your posts

---

BB code is **On**  
 Smilies are **On**  
 IMG code is **On**  
 HTML code is **On**  
 Trackbacks are **On**  
 Pingbacks are **On**  
 Refbacks are **Off**

---

[Forum Rules](#)

All times are GMT -7. The time now is 4:51 PM.

[Contact Us](#) - [Home Loans](#) - [Archive](#) - [Privacy Statement](#) - [Top](#)

Copyright 2009 LoanSafe.org and MoeSeo Inc. All Rights Reserved. Home Loan, Loan Modification & Foreclosure Help Forum - LoanSafe.org



## LoanSafe.org Services

### Quick Navigation:

[Home](#)  
[Forum](#)  
[About Us](#)  
[Testimonials](#)  
[Contact Us](#)  
[Privacy](#)

### Mortgage Tools & Tips:

[Mortgage Calculators](#)

### Mortgage Lenders:

[Bank of America Home Loans](#)  
[Chase Mortgage](#)  
[Citi Mortgage](#)  
[Countrywide Home Loans](#)  
[Wells Fargo Home Loans](#)

### MoeSEO Network:

[MoeBedard.com](#)  
[LoanWorkout.org](#)

### Mortgage Advice:

[Current Mortgage Rates](#)  
[Loan Modification](#)  
[Mortgage Brokers](#)  
[Refinance](#)  
[Short Sales](#)  
[Mortgage News](#)

### Foreclosure Help:

[Tell Us Your Story](#)  
[Foreclosure Q & A's](#)  
[Example Hardship Letters](#)  
[Learn the Foreclosure Process](#)  
[Deed in Lieu of Foreclosure](#)

FREE REPRINTS



Unless otherwise noted, you can republish our articles and graphics (but not our photographs or our blog) for free. You just have to credit us and link to us, and you can't edit our material or sell it separately. If you're republishing online, you have to include all links. (We're licensed under [Creative Commons](#), which provides the legal details.)

SEO by [vBSEO 3.5.1](#)

102



Google

MORTGAGE SERVICING FRAUD Search

About 77,200 results (0.39 seconds)

Advanced search

Everything

Videos

More

Show search tools

**Mortgage Fraud Detection**www.interthinx.com Interthinx - Award Winning  
Fraud And Regulatory Compliance Solutions**Mortgage Servicing Fraud**Learn the truth behind the largest financial scam in  
history

www.msfraud.org/ Cached Similar

The FORUM

Articles

How they STEAL your  
homeThe Fraudsters & Co-  
conspirators

Videos

Government

Flyers &amp; Mailers

EMC Mortgage  
investigation

More results from msfraud.org »

**Was your home loan legal?**Fraud is in 79% of the bank loans  
Knowing this can save your home  
tila-now.com**Victim Of Deceptive Loan?**Do you have a Non-Affordable Loan?  
Fight Back ! Get Leverage + Results  
www.loancomplianceadvisorygroup.com

See your ad here »

**Introduction to the Mortgage Servicing Scam**Dec 18, 2007 ... Formulated foreclosure/mortgage  
servicing fraud/closing fraud. Where the lender  
rechecks your credit information and your payment  
history to ...

www.msfraud.org/howtheysteal.html Cached Similar

**Mortgage Servicing Fraud: What is it? And  
why you need to know ...**Sep 25, 2009 ... What Is Mortgage Servicing Fraud?  
Truth be told, the easiest way to explain Mortgage  
Servicing Fraud is to start by explaining the ...www.givemebackmycredit.com/.../mortgage-servicing-fraud-  
what.html Cached Similar**Mortgage servicing rules and a remedy if you  
have a complaint**Information about the responsibilities of a Mortgage  
Servicer and what to do if you have a complaint.  
mortgage-home-loan-bank-fraud.com/mortgage%20servicing%20fraud.html  
Cached Similar**Mortgage Servicing Transfer, Third Party  
Origination and Mortgage ...**Mortgage Servicing Fraud is rampant. Fabricated  
foreclosures are the current wave, where the new  
servicer loses payments, delays postings, force-places

...

www.mortgagenewsdaily.com/662005\_Mortgage\_Servicing.asp  
Cached Similar**Predatory Mortgage Servicing Fraud – First  
of a Series | RISMedia**Apr 6, 2010 ... RISMEDIA, April 6, 2010—It's been more  
than three years since I wrote an article about  
mortgage servicing fraud. I'm a little older, ...  
rismedia.com/.../predatory-mortgage-servicing-fraud-  
first-of-a-series/ Cached**Predatory Mortgage Servicing Fraud –  
Part 3 in a Series | RISMedia**Apr 27, 2010 ... RISMEDIA, April 27, 2010—The  
news of the past week has finally put an answer to  
the question of why banks would foreclose

11

### Seven Signs of Mortgage Servicing Fraud & Defending a Lawsuit by a ...

May 21, 2009 ... Homeowners can use mortgage servicing fraud and abuse practices as a defense to stop a foreclosure lawsuit. Once mortgage loans are ...  
[www.foreclosurefish.com/blog/index.php?id=790](http://www.foreclosurefish.com/blog/index.php?id=790)  
 Cached

### Mortgage Servicing Fraud • The Mortgage Insider

Dec 3, 2008 ... The servicing mortgage company is the company to whom you make your payments. The servicing mortgage banks prey on your erroneous belief you ...  
[themortgageinsider.net/mortgage-fraud/mortgage-servicing-fraud.html](http://themortgageinsider.net/mortgage-fraud/mortgage-servicing-fraud.html)  
 Cached Similar

### Mortgage Servicing Fraud



★★★★☆  
 The theft of the American Dream. These keys represent the future of the American Dream and the future of our children. These keys also ...  
[www.youtube.com/watch?v=yij361wptZc](http://www.youtube.com/watch?v=yij361wptZc)  
 more videos »

### Pages similar to [www.msfraud.org](http://www.msfraud.org)

Mortgage Fraud News - The Mortgage Fraud Reporter brings ... - [mortgagefraud.org](http://mortgagefraud.org)  
Mortgage Fraud Blog - Mortgage Fraud Blog is the premier ... - [mortgagefraudblog.com](http://mortgagefraudblog.com)  
Livinglies's Weblog - Editor's Note: Due process requires ... - [livinglies.wordpress.com](http://livinglies.wordpress.com)  
Mortgage Servicing - Mortgage servicing is the part of a ... - [mortgageservicing.org](http://mortgageservicing.org)

### Searches related to MORTGAGE SERVICING FRAUD

[mortgage servicing fraud forum](#)  
[loan servicing fraud](#)  
[mortgage company scams](#)  
[carrington mortgage services scam](#)  
[mortgage investors corporation scam](#)  
[service mortgage corporation](#)  
[specialist mortgage services](#)  
[dealer services scam](#)

1 2 3 4 5 6 7 8 9 10

[Next](#)

MORTGAGE SERVICING FRAUD Search

[Search within results](#) [Search Help](#)  
[Give us feedback](#)

[Google Home](#) [Advertising Programs](#) [Business Solutions](#) [Privacy](#) [About Google](#)

11a

## **Truth In Lending Act Case Law**

**Truth in Lending Act was passed to prevent unsophisticated consumer from being misled as to total cost of financing.** Truth in Lending Act, Section 102, 15 U.S.C. Section 1601. Griggs v. Provident Consumer Discount. 680 F.2d 927, certiorari granted, vacated 103 S.Ct. 400, 459 U.S. 56, 74 L.Ed.2d 225, on remand 699 F.2d 642.

**Purpose of Truth in Lending Act is for customers to be able to make informed decisions.** Truth in Lending Act Section 102, 15 U.S.C. Section 1601. Griggs v. Provident Consumer Discount Co. 680 F.2d 927, certiorari granted, vacated 103 S.Ct. 400, 459 U.S. 56, 74 L.Ed.2d 225, on remand 699 F.2d 642,

**Truth in Lending Act is strictly a liability statute liberally construed in favor of consumers.** Truth in Lending Act Section 102 et seq., 15 U.S.C. Section 1601 et seq. Brophy v. Chase Manhattan Mortgage Co, 947 F.Supp. 879.

**Truth in Lending Act should be construed liberally to ensure achievement of goal of aiding unsophisticated consumers so that consumers are not easily misled as to total costs of financing.** Truth in Lending Act, Sections 102 et seq, 102(a), 105 as amended, 15 U.S.C. Sections 1601 et seq., 1601(a), 1604; Truth in Lending Regulations, Regulation Z, Sections 226.1 et seq., 226.18, 15 U.S.C. Section 1700, Basile v. H&R Block. Jlt(L. 897 F.Supp. 194.

**Truth in Lending Act must be strictly construed and liability imposed for any violation, no matter how technical.** Truth in Lending Act Section 102 et seq., as amended, 15 U.S.C. Section 1601 et seq, Abele v. Mid-Penn Consumer Discount. 77 B.R. 460, affirmed 545 F.2d 1009.

**Truth in Lending Act must be liberally construed to effectuate remedial purposes of protecting consumer against inaccurate and unfair credit billing and credit card practices and of promoting intelligent comparison shopping by consumers contemplating the use of credit by full disclosure of terms and conditions of credit card charges,** Truth in Lending Act Section 102 et seq, as amended, 15 U.S.C. Section 1601 et seq Lifschitz v. American Exp. Co. 560 F.Supp. 458

**To qualify for protection of Truth in Lending Act [15 U.S.C. Section 1601 et seq.], plaintiff must show that disputed transaction was a consumer credit transaction not a business transaction,** Truth in Lending Act, Section 102 et seq., 15 U.S.C. Section 1601 et seq. Quino v. A-I CreditCom. 635 F.Supp. 151

**Requirements of Truth in Lending Act are highly technical, but full compliance is required; even minor violations of Act cannot be ignored.** Truth in Lending Act.

116

BEST IMAGE POSSIBLE

# BULKY SUB

CASE # 10-2-29165-2 kent

SEGMENT 2 OF 2

Truth in Lending Act, case law compil.  
**Under the facts at hand the Plaintiff Bank has patently violated the Truth in Lending Act, At all relevant times the Bank misled and attempted to confuse Defendant. The Bank did not provide appropriate disclosure as required by the Truth in Lending Act in a substantive and technical manner.**

**"It is not necessary for recession of a contract that the party making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations, even innocently, to retain the fruits of a bargain induced by such representations."** Whipp v. Iverson, 43 Wis 2d 166.

**"If any part of the consideration for a promise be illegal, or if there are several considerations for an unseverable promise one of which is illegal, the promise, whether written or oral, is wholly void, as it is impossible to say what part or which one of the considerations induced the promise."** Menominee River Co. v. Augustus Spies L & C Co., 147 Wis 559, 572; 132 NW 1122

**"When an instrument [note] lacks an unconditional promise to pay a sum certain at a fixed and determined time, it is only an acknowledgement of the debt and statutory presumptions like the presence of a valuable consideration, are not applicable."**  
 Bader vs. Williams, 61 A 2d 637

**"Any false representation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into contract, and which is so acted upon, constitutes 'fraud,' and entitles party deceived to avoid contract or recover damages."**  
 Barnsdall Refining Corn. v. Birnam wood Oil Co., 92 F 2d 817.

**"In the federal courts, it is well established that a national bank has not power to lend its credit to another by becoming surety, indorser, or guarantor for him."**  
 Farmers and Miners Bank v. Bluefield Nat 'l Bank, 11 F 2d 83, 271 U.S. 669.

**"A national bank has no power to lend its credit to any person or corporation."** Bowen v. Needles Nat. Bank, 94 F 925, 36 CCA 553, certiorari denied in 20 S.Ct 1024, 176 US 682, 44 LED 637.

**"Mr. Justice Marshall said: The doctrine of ultra vires is a most powerful weapon to keep private corporations within their legitimate spheres and to punish them for violations of their corporate charters, and it probably is not invoked too often. Zinc Carbonate Co. v. First National Bank, 103 Wis 125, 79 NW 229." American Express Co. v. Citizens State Bank, 194 NW 430.**

**"It has been settled beyond controversy that a national bank, under federal law being limited in its powers and capacity, cannot lend its credit by guaranteeing the**

**"It is not within those statutory powers for a national bank, even though solvent, to lend its credit to another in any of the various ways in which that might be done."**

Federal Intermediate Credit Bank v. L'Harrison, 33 F 2d 841, 842 (1929).

**"A bank can lend its money, but not its credit."** First Nat 'I Bank of Tallapoosa v. Monroe, 135 Ga 614, 69 SE 1124, 32 LRA (NS) 550.

**". . . the bank is allowed to lend money upon personal security; but it must be money that it loans, not its credit."** Seligman v. Charlottesville Nat. Bank, 3 Hughes 647, Fed Case No.12, 642, 1039.

**"The contract is void if it is only in part connected with the illegal transaction and the promise single or entire."** Guardian Agency v. Guardian Mutual. Savings Bank, 227 Wis 550, 279 NW 83.

**"Banking Associations from the very nature of their business are prohibited from lending credit."** St. Louis Savings Bank vs. Parmalee 95 U. S. 557

| <http://mortgage-home-loan-bank-fraud.com> |  
Articles	Foreclosure Help	Legal Disclaimer	
Case Law	Legal Resources	Resources	Privacy Policy
Advertise with Us	About Us	Contact Us	

Bank Fraud Victim Center  
Copyright © All rights reserved.

Truth in Lending Act, case law compil.  
226.1 et seq., 15 U.S.C. foll. Section 1700. Griggs v. Providence Consumer Discount Co. 503 F.Supp. 246, appeal dismissed 672 F.2d 903, appeal after remand 680 F.2d 927, certiorari granted, vacated 103 S.Ct. 400, 459 U.S. 56, 74 L.Ed.2d 225, on remand 699 F.2d 642.

**A valid rescission of a "credit sale" contract does not render inoperative the disclosure requirements of the Truth in Lending Act, as creditor's obligations to make specific disclosures arises prior to consummation of transaction.** Truth in Lending Act Section 102 et seq., 15 U.S.C. Section 1601 et seq.; Truth in Lending Regulations, Regulation Z, Sections 226.2(c) 226.8(a), 15 U.S.C., following section 1700. O'Neil c^ 484 F.Supp. 18.

**Under truth in lending regulation providing that disclosure of consumer credit loan shall not be "stated, utilized or placed so as to mislead or confuse" consumer, placement of disclosures is to be considered along with their statement and use.** Truth in Lending Regulations, Regulation Z, Section 226.6(c), 15 U.S.C. following section 1700. Geimuso v. Commercial Bank & Trust Co. 566 F.2d 437.

**Any violation of the Truth in Lending Act, regardless of technical nature, must result in finding of liability against lender.** Truth in Lending Regulations, Regulation Z Section 226.1 et seq., 15 U.S.C. Section 1700; Truth in Lending Act Section 130 (a, e), 15 U.S.C. Section 1640 (a, e). In Re Steinbrecher. 110 BR. 155, 116 A.L.R. Fed. 881.

**Question of whether lender's Truth in Lending Act disclosures are inaccurate, misleading or confusing ordinarily will be for fact finder; however, where confusing, misleading and inaccurate character of disputed disclosure is so clear that it cannot reasonably be disputed, summary judgment for plaintiff is appropriate.** Truth in Lending Act Section 102 et seq; Truth in Lending Regulations, Regulation Z, Section 226.1 et seq., 15 U.S.C. Section 1700. Griggs v. Provident Consumer Discount Co. 503 F, Supp 246, appeal dismissed 672 F.2d 903, appeal after remand 680 F.2d 927, certiorari granted, vacated 103 S.Ct. 400, 459 U.S. 56, 74 L.Ed.2d 225, on remand 699 F.2d 642.

**Pursuant to regulations promulgated under Truth in Lending Act, violator of disclosure requirements is held to standard of strict liability, and therefore, borrower need not show that creditor in fact deceived borrower by making substandard disclosures.** Truth in Lending Act, Sections 102-186, as amended, 15 U.S.C. Section 1601-1667(e); Truth in Lending Regulations, Regulation Z, Section 226.8(b-d), 15 U.S.C. Section 1700 Soils v. Fidelity Consumer Discount Co., 58 B.R. 983,

**Once a creditor violates the Truth In Lending Act, no matter how technical violation appears, unless one of statutory defenses applies, Court has no discretion in imposing liability.** Truth in Lending Act, Sections 102-186 as amended, 15 U.S.C. Section 1601-1667e. Solis v. Fidelity



# federal home-loan plan is no relief, critics say

BY PETER S. GOODMAN  
The New York Times

The Obama administration's \$75 billion program to protect homeowners from foreclosure has been widely pronounced a disappointment, and some economists and real-estate experts contend it has done more harm than good.

Since President Obama announced the program in February, it has lowered mortgage payments on a trial basis for hundreds of thousands of people but has largely failed to provide permanent relief. Critics increasingly argue that the program, Making Home Affordable, has raised

false hopes among people who cannot afford their homes.

As a result, homeowners have sent payments to banks in often-futile efforts to keep their homes, which some see as wasting dollars they could have saved in preparation for moving to cheaper rental residences. Some borrowers have seen their credit tarnished while falsely assuming that loan modifications involved no negative reports to credit agencies.

Some experts argue the program has impeded economic recovery by delaying a wrenching, yet cleansing, See > BORROWERS, A4

## < Borrowers

FROM A1

## U.S. LOAN EFFORT

It fails to relieve distressed borrowers, critics say

process through which borrowers give up unaffordable homes and banks fully reckon with their disastrous bets on real estate, enabling money to flow more freely through the financial system.

"The choice we appear to be making is trying to modify our way out of this, which has the effect of lengthening the crisis," said Kevin Katari, managing member of Watershed Asset Management, a San Francisco-based hedge fund. "We have simply slowed the foreclosure pipeline, with people staying in houses they are ultimately not going to be able to afford anyway."

And another home-

have been using temporary loan modifications under the Obama plan as justification to avoid an honest accounting of the mortgage losses on their books. Only after banks are forced to acknowledge losses and the real-estate market absorbs a pent-up surge of foreclosed properties will housing prices drop to levels at which enough Americans can afford to buy, he said.

"Then the carpenters can go back to work," Katari said. "If this drips out over the next few years, that whole sector of the economy isn't going to recover."

The Treasury Department publicly maintains that its program is on track. "The program is meeting its intended goal of providing immediate relief to homeowners across the country," a department spokeswoman, Meg Reilly, wrote in an e-mail.

Behind the scenes, Treasury officials appear to have

ing crisis alone," she said by e-mail.

Whatever the merits of its plans, the administration has clearly failed to reverse the foreclosure crisis.

In 2008, more than 1.7 million homes were lost through foreclosures, short sales or deeds in lieu of foreclosure, according to Moody's Economy.com. In 2009, more than 2 million homes were lost, and Economy.com expects that this year's number will swell to 2.4 million.

"I don't think there's any way for Treasury to tweak their plan, or to cajole, pressure or entice servicers to do more to address the crisis," said Mark Zandi, chief economist at Moody's Economy.com.

Zandi said the administration needs a new initiative that attacks a primary source of foreclosures: the roughly 15 million American homeowners who are underwater, meaning they owe the bank

more than their home is worth.

Increasingly, such borrowers are inclined to walk away and accept foreclosure, rather than continuing to make payments on properties in which they own no equity.

Zandi proposes the Treasury Department push banks to write down some loan balances by reimbursing the companies for their losses.

He rejects the notion that government ought to get out of the way and let foreclosures work their way through the market, saying that course risks a surge of foreclosures and declining house prices that could pull the economy back into recession.

"We want to overwhelm this problem," he said. "If we


do go back into recession, it will be very difficult to get out."

Under the current program, the government provides cash incentives to mortgage companies that lower monthly payments for borrowers facing hardships. The Treasury Department set a goal of 3 million to 4 million permanent loan modifications by 2012.

As of mid-December, some 759,000 homeowners had received loan modifications on a basis, typically last-

ing through the month of August. But only about 23,000 had received permanent modifications, a step that requires borrowers to make timely trial payments and submit paperwork verifying their financial situation.

"We want to overwhelm this problem," he said. "If we



**Help Save Animals' Lives**  
Donate your Car, Truck, RV or Boat  
Tax Deduction to the full extent allowed.  
**FREE** PaperVox. **FREE** Pick Up.  
Call 1-800-961-6119  
or log on: [WWW.WCDS.COM](http://WWW.WCDS.COM)

look at the yellowed area. They purposely did 3 to 5 months. To pull homes into foreclosure status.



August 5, 2010

Introducing a communication solution for your  
Small Business

Shahien Nasiripour  
shahien@huffingtonpost.com | HuffPost  
Reporting

## Lehman Bankruptcy Report: Top Officials Manipulated Balance Sheets, JPMorgan And Citi Contributed To Collapse

First Posted: 03-11-10 04:47 PM | Updated: 03-12-10 08:38 AM

Print

What's Your Reaction?

*Scroll down to read the first part of the report*

The examiner in charge of investigating the collapse of venerable Wall Street investment house Lehman Brothers, the most expensive bankruptcy in U.S. history, said in a report publicly released Thursday that senior officials failed to disclose key practices, opening them up to legal claims, and that JPMorgan Chase and Citigroup contributed to the firm's collapse. In addition, the report concludes that the firm's auditor, Ernst & Young, failed to meet "professional standards."

The exhaustive report was unsealed today by Judge James M. Peck, who said the report reads "like a best-seller."

The examiner, Anton Valukas, also found that parties have claims to pursue against JPMorgan Chase and Citibank in connection with their behavior regarding the modification of agreements with Lehman and their increasing collateral demands in Lehman's final days. These demands had a "direct impact" on Lehman's diminishing liquidity — its cash on hand — which was a prime reason behind the firm's demise.

"Citi is reviewing the report, which is over 2,000 pages long, but notes that, based on its preliminary review, the examiner has not identified any wrongdoing on Citi's part — or anything that would suggest that Citigroup helped cause Lehman's collapse," said Danielle Romero-Apsilos, director of corporate affairs for Citi Institutional Clients Group.

The examiner's report notes:

The business decisions that brought Lehman to its crisis of confidence may have been in error but were largely within the business judgment rule.

But the decision not to disclose the effects of those judgments does give rise to colorable claims against the senior officers who oversaw and certified misleading financial statements — Lehman's CEO Richard S. Fuld, Jr., and its CFOs Christopher O'Meara, Erin M. Callan and Ian T. Lowitt.

Story continues below

There are colorable claims against Lehman's external auditor Ernst & Young for, among other things, its failure to question and challenge improper or inadequate disclosures in those financial statements.

13

The examiner notes that the issue giving rise to these potential claims was Lehman's creative use of repurchase agreements, otherwise known as repo. These are agreements between financial firms that essentially act as loans for cash -- one firm pledges collateral to another in exchange for cash with a promise that they'll buy back that collateral.

The examiner said the sole function of Lehman's use of repo was "balance sheet manipulation," according to the report:

Although Repo 105 transactions may not have been inherently improper, there is a colorable claim that their sole function as employed by Lehman was balance sheet manipulation. Lehman's own accounting personnel described Repo 105 transactions as an "accounting gimmick" and a "lazy way of managing the balance sheet as opposed to legitimately meeting balance sheet targets at quarter end." Lehman used Repo 105 "to reduce balance sheet at the quarter-end."

The reason for that, the report notes, was to lower Lehman's leverage -- a critical component of the firm's credit rating.

In 2007-08, Lehman knew that net leverage numbers were critical to the rating agencies and to counterparty confidence. Its ability to deleverage by selling assets was severely limited by the illiquidity and depressed prices of the assets it had accumulated.

Against this backdrop, Lehman turned to Repo 105 transactions to temporarily remove \$50 billion of assets from its balance sheet at first and second quarter ends in 2008 so that it could report significantly lower net leverage numbers than reality.

Lehman did so despite its understanding that none of its peers used similar accounting at that time to arrive at their leverage numbers, to which Lehman would be compared...

Lehman's failure to disclose the use of an accounting device to significantly and temporarily lower leverage, at the same time that it affirmatively represented those "low" leverage numbers to investors as positive news, created a misleading portrayal of Lehman's true financial health.

Colorable claims exist against the senior officers who were responsible for balance sheet management and financial disclosure, who signed and certified Lehman's financial statements and who failed to disclose Lehman's use and extent of Repo 105 transactions to manage its balance sheet.

But Lehman wasn't alone in its gimmickry. The firm's auditor, Ernst & Young, one of the four biggest auditing firms in the world, failed in its oversight role:

In May 2008, a Lehman Senior Vice President, Matthew Lee, wrote a letter to management alleging accounting improprieties; in the course of investigating the allegations, Ernst & Young was advised by Lee on June 12, 2008 that Lehman used \$50 billion of Repo 105 transactions to temporarily move assets off balance sheet and quarter end.

The next day -- on June 13, 2008 -- Ernst & Young met with the Lehman Board Audit Committee but did not advise it about Lee's assertions, despite an express direction from the Committee to advise on all allegations raised by Lee.

Ernst & Young took virtually no action to investigate the Repo 105 allegations. Ernst & Young took no steps to question or challenge the non-disclosure by Lehman of its use of \$50 billion of temporary, off-balance sheet transactions.

Colorable claims exist that Ernst & Young did not meet professional standards, both in investigating Lee's allegations and in connection with its audit and review of Lehman's financial statements.

In total, the examiner collected in excess of five million documents, estimated to comprise more than 40,000,000 pages

139

8/5/2010

Lehman Bankruptcy Report: Top Offici...

In all, more than 250 individuals were interviewed.

Case 2:10-cv-01423-MJP Document 5 Filed 09/03/10 Page 91 of 181

There was only one individual the Examiner sought to interview but could not. The Examiner requested an interview with Hector Sants, chief executive of the UK's Financial Services Authority ("FSA"), to discuss the FSA's involvement in the events of Lehman Weekend and the Barclays transaction. The FSA considered the request, but did not make Mr. Sants available for an interview. However, the FSA did provide detailed, written answers to specific questions that would have been posed to Mr. Sants.

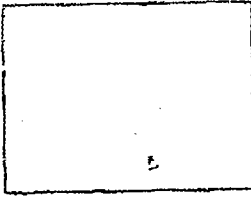
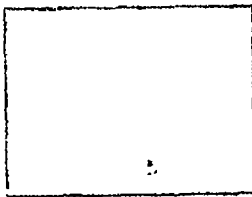
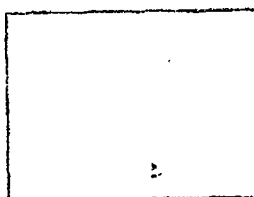
READ the first part of the 2,200-page report (the full report is here):

LehmanVol1

Videos

Web

Images



**CBS News**

Lehman  
Probed

Brothers

**USA Today**

M.J. Lehman, owner of  
Nicky Nicoles, tells us  
about her shop and  
what ...

**CBS News**

Lehman Brothers Fate  
Uncertain

Report Corrections

More in Business...

Comments

2,918

Pending Comments

0

13b

### JUST IN: WILL THIS BE ONE OF THE LAST SHOES TO DROP?

California is following in the footsteps of Tennessee. Recent Sup. Ct. rulings held that MERS is not the holder in due course (real party in interest) of any property and never was. This can have devastating repercussions for the mortgage industry, not just MERS, because there is no valid chain of title. People who are being foreclosed upon, or have been foreclosed upon, now have an equitable remedy. These people should now be able to win in court and have their mortgage nightmares settled. Some people are able to keep their homes, as banks fear losing far more in class-action suits. Now California is getting in on the action and suing MERS for filing false records in every county in the state since MERS began over 10 years ago. Carrying a possible fine of \$5-\$10K a pop, this could amount to millions and possibly billions of dollars in penalties against MERS. This is money the counties desperately need. This could mean that anyone with a mortgage may have it immediately settled and the true owner will get the title free and clear due to fraud, which has no statute of limitation. Lawful owners will have recourse to sue for fraudulent foreclosure. Let's see what happens.

Read the complaint...

### Top Banks Conspired to Defraud Taxpayers

### Regaining the Wonderful Life of Homeownership Post-Foreclosure

Cleveland Housing Judge Raymond Pianka requiring negligent property owners to pay victim restitution to neighbors

### Fight The Mortgage Servicers Who Bring These Foreclosure Actions

BOMBHELL: CLASS ACTION OPEN FOR EVERY CONSUMER WHO HAS BEEN SUED BY DAVID J. STERN

### VOTE FOR ELIZABETH WARREN TO HEAD NEW CONSUMER PROTECTION AGENCY

### OUT-RAGE-OUS!

Instead of receiving prison sentences, Bank executives responsible for stealing millions of homes and creating the foreclosure/financial crisis received \$1.6 billion in overpaid bonuses.

Read more...

Foreclosure Judges must understand they may be giving away a free house to IMPOSTERS.

What sort of "backlog" will the Courts experience when more than 190% OF THESE CASES MUST BE REVERSED?

CAMBRIDGE INVESTORS SUE THE FRAUDSTER CLAN



**STOPFRAUD.GOV**  
FINANCIAL FRAUD ENFORCEMENT TASK FORCE

### Avoid Home Foreclosure

Automated Stop Foreclosure Program Enter Details-See Right Way-Free!

[www.AvoidingMortgageForeclosure.com](http://www.AvoidingMortgageForeclosure.com)

### The Anti-Fraud Solution

Detect and Stop Online Fraud Now. See a Free Demo of FraudView Now.

[www.AntiFraud.com/FraudView](http://www.AntiFraud.com/FraudView)

Ads by Google

With or without a lawyer - you need

### **Jurisdictionary®**



Through this video on youtube.com  
The Brown Bailout...  
Why is Congress Playing Favorites?  
And How Does This Impact You?  
[youtube.com/brownbailout](http://youtube.com/brownbailout)

Ads by Google

### **REVERSE BANK ROBBERY**

How

Washington  
Mutual  
Bank

**Robs  
YOU!**

By Susan Thier  
Author of

Want to Lose  
Your Home???  
Get A Loan With  
Washington Mutual!

### **Reform Now**



### **Follow the Vote**

Wall Street Reform Amendment Guide

### UNBELIEVABLE FORECLOSURE STORY!

### FORECLOSURE CASE KILLER - THE SUBPOENA DUCES TECUM

### THE SIDEBAR | WHAT IS AN ASSIGNMENT OF MORTGAGE

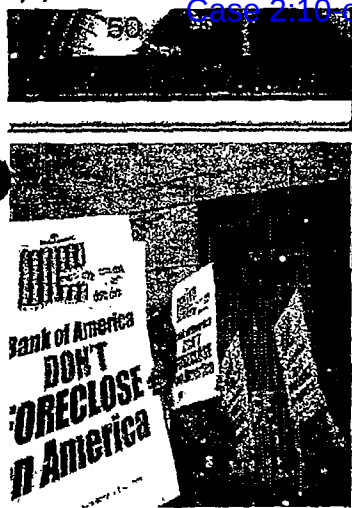
### LOAN MODIFICATION ATTORNEYS UNDER INVESTIGATION

### Why There Is More Pain to Come

### Following Up On Foreclosures

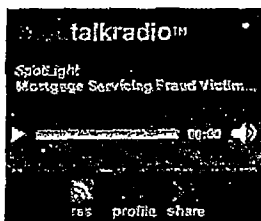
### Getting Back Your Home AFTER Foreclosure Sale

14



Petition for monthly statements

Click here



**MORTGAGE FRAUD**  
**THE NEW STREET HUSTLE**  
**Chicago Tribune interactive series**

"What they are doing to these people is despicable, and it is absolutely wrong."

**Senator Barbara Mikulski (D-Md)**

"The bank had engaged in "harsh, repugnant, shocking and repulsive" treatment of the homeowner"

**Justice Spinner**

"Nevertheless, Fairbanks in"

## THE POWER HOUR

"Foreclosed Upon"

Go to July 8, 2010 and click on Hour 2. Start that counter at 9:00

**MERS Sued On FRAUD Charges.**

**They Keep Stealing - Why Keep Paying?**

**EVIDENCE OF FORECLOSURE MONEY MOVING OFF-SHORE**

**MERS sued for fraud, BILLIONS in penalties in Nevada, California**

Due to findings of [mortgage fraud] and [underwriting deficiencies] in the mortgage origination process and [misrepresentation] in the packaging of mortgages, banks have been experiencing a drastic increase in the number of repurchase demands they are receiving.  
**The SEC Just Demanded More Information On JPMorgan Repurchase Liabilities**

**Judge Vacates Final Judgment and Sale - Foreclosure Courts are Courts of Equity!**

Judge Rondolino said, "because ... I don't have any confidence that any of the documents the court's receiving on these mass foreclosures are valid."

**MERS was not authorized to assign anything.**

**There is No judicial review, No oversight and, as a result, No due process... even for those who have done nothing wrong!**

**BOMBSHELL! - Judge Orders Injunction Stopping ALL Foreclosure Proceedings by Bank of America; Reconstruct; Home Loan Servicing, New Line Mortgage, MERS, et al**

**Bill to Prevent Avoidable Foreclosure Clears California Senate**

"One of the oldest principles of law is that a right without a remedy is no right at all," said Lisa Silkin, staff attorney at Housing and Economic Rights Advocates in Oakland. "In order for laws to be meaningful, violations must have real consequences, and victims must have real avenues to seek redress."

**Mortgage fraud is a key focus of the Financial Fraud Enforcement Task Force's efforts. The task force is working to improve efforts across the federal executive branch, and with state and local partners, to investigate and prosecute significant financial crimes, ensure just and effective punishment for those who perpetrate financial crimes, and recover proceeds for victims of financial crimes.**

**U.S. Department of Justice**

**U.S. Sen. Al Franken's proposed Homeowners' Advocate Office needs advocates - now!**

**Foreclosure proceeding and the Mockery of Justice**

**Foreclosures- The End Game of Wall Street's**

**Fraud, Lies and Deceit**

**FLORIDA DEFAULT LAW GROUP SUBJECT OF ATTORNEY**

**WHO CAN LEGALLY ENFORCE A MORTGAGE AFTER A "LANDMARK" CASE?**

**Finding the Fraud in the Loan Documents**

**DOUBLE FUNDING, FABRICATION OF DOCUMENTS AND FORGERY OF SIGNATURES REVEALED**

**Basic Foreclosure Litigation Defense Manual**

**HOW THE FBI BLEW IT**

**The Banks and Our Government continue to cover up the FRAUD**

**SHOW SOME OF THAT GOOD OLD AMERICAN OUTRAGE: DON'T LEAVE YOUR HOME, STOP BLAMING YOURSELF FOR WHAT YOU DIDN'T DO, AND TAKE RESPONSIBILITY FOR WHAT YOU CAN DO - KEEP YOUR HOME!!!**

**FEDERAL RESERVE IS A PONZI SCHEME**

**FRAUD AND GREED OF TRUSTED RATING AGENCIES HELPED SPREAD THE CREDIT CRISIS**

**It's VINDICATION, NOT WAR**

**PENDING CLASS-ACTION LAWSUITS**

**Buyer Beware: Listen Avoiding Predatory Lenders**

**I-Team FOCUS: MORTGAGE SERVICING COMPANIES Former Ameriquest Workers Tell of Deception**

**Read This If You Are Facing Foreclosure**

**MERS**



**MERS is a SHAM says judge in**



8/5/2010

the amount of the Debtor's obligation to it out of thin air. There is no other explanation for the wildly divergent figures it concocted."

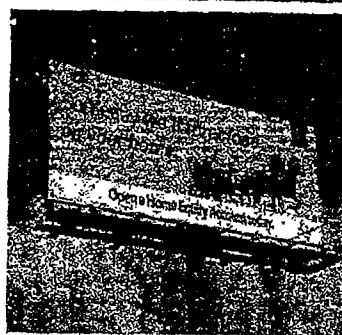
2002 WL 1586325 (Bankr.D.Mass.)

The arbitrator found EMC's conduct "reprehensible and outrageous and in total disregard of the stock's legal rights."

(Kansas City Star)

**Homes,  
credit  
in peril**

"I don't know what they  
did with our money"  
-- homeowner Gail White



Don't Ever

Give Up!



Mortgage Servicing Fraud  
Ocwen lacks Standing to Foreclose:

**(Separation of Note & Mortgage is Fatal)**

"In the event that the note and the deed of trust are split, the note, as a practical matter becomes unsecured. The practical effect of splitting the deed of trust from the promissory note is to make it impossible for the holder of the note to foreclose, unless the holder of the deed of trust is the agent of the holder of the note. Id. Without the agency relationship, the person holding only the note lacks the power to foreclose in the event of default. The person holding only the deed of trust will never experience default because only the holder of the note is entitled to payment of the underlying obligation. Id. The mortgage loan became ineffectual when the note holder did not also hold the deed of trust." *Bellistri v. Ocwen*

**Predatory Mortgage Servicing Fraud – First of a Series**

By George W. Mantor RISMEDIA, April 6, 2010—It's been more than three years since I wrote an article about mortgage servicing fraud. I'm a little older, but it's still alive and thriving. Since then, we've had a complete meltdown of our financial system, a thorough looting of the American tax payer, the destruction of the middle class, and just about every other indicator of quality of life has tanked alarmingly.

At the same time, financial intermediaries were able to reap huge profits, receive TARP funds to which they were not entitled and didn't need because they had no real losses, and funneled it all into bonuses that catapulted number crunchers to oil Sheikdom wealth.

This didn't happen by circumstance, but is instead part of a large and well-organized fraud wherein all of the evidence points directly back to "too big to fail institutions" that are, apparently, too big to prosecute as well.

Read more...

**CITIGROUP EXEC LIED... HE KNEW IN 2006!**

American Casino movie trailer from Leslie and Andrew Cockburn on Vimeo.

**Bombshell: Substantiated Allegations of Foreclosure/Affidavit**

» MERS Twilight Zone

» MERS was not authorized to assign anything.

» Search MERS to see if the owner or investor of your note is listed.

» MERS Depositions

» EXCELLENT MERS ANALYSIS: ILLEGAL SCHEME TO AVOID/EVADE STATE LAW, TAXES, FEES, FINES, PENALTIES

» MERS and CITI are not Real Parties In Interest

» MERS Admits NO Interest In Mortgage and No Loss On Default

» A Florida Solution to the MERS Mortgage Foreclosure Crisis & Flasco and why Every Foreclosure of a MERS Mortgage done in Florida deserves to be REVERSED.

» How to Attack MERS and WIN!

» Has A MERShole Opened Up?

» MERS DOES NOT HAVE STANDING

» MERS - relief from stay Denied

» Kansas Supreme Court Knocks Out MERS

» Nevada BK Court Knocks Out MERS

» MERS loses again. This time in Texas

» MERS loses in Idaho

» MERS Accused of Illegal Shortcuts to Speed Foreclosures

» The MERS Experience

» MERS Affidavits (Girdvainis case)

» Supplemental Order (Girdvainis case)

» MERS hearing transcript 1

» MERS hearing transcript 2

» Why You Don't Owe The Money

» Obtaining Due Process in Non-Judicial Foreclosure States

» ABUSIVE LENDERS AND BROKERAGES THAT FINANCE THEIR DEALS

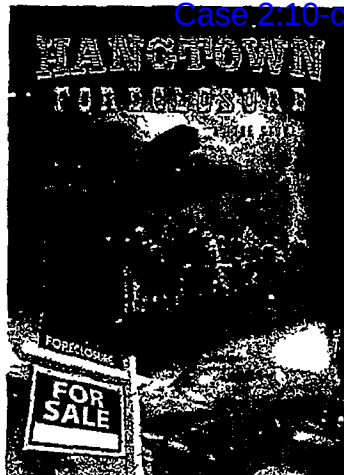
» 99 YEARS for Mortgage Fraud

» Show Me the Original Note and I Will Show You the Money

» The Lack of Evidentiary Foundations Fosters Fraud

» Transforming Homeowner Violence Into A Mortgage War Plan

» Protest stops eviction by Bank of America



See the true story of a family who put the system to the test in their small town and discovered foreclosure fraud was being covered up there too.

In the American people who provide banks access to the resources of the economy. Just by holding and buying debt in the banks and corporations that will grow up around them. If the people of all their property and their children will make a homeless and the content that will be covered up.

Thomas Jefferson



The content of this site is available under Creative Commons

Attribution 2.5 License

Copyright: 2000-2009 MSFRAUD.ORG • All Rights Reserved

Lehman Bankruptcy Report: Top Officials Manipulated Balance Sheets, JPMorgan And Citi Contributed To Collapse

Wells Fargo to pay homeowner \$155,092.00 for trespassing.

Two-year old Foreclosure case REVERSED

President of Bank of America is Requested to Disclose his Own Alleged Fraud to Audit Committee

Homeowner Wins \$51 Million Decision... finally!

"Another Rubber-Stamped Foreclosure Judgment Gets The Boot From Appeals Court: Trial Judge Fails To Apply Binding Precedent To Standing-Lacking Lender"

Widespread Assignment / Notary / Foreclosure Fraud - Deposition of Foreclosure Mill David Stern Employee Cheryl Sammons

Protesters Confront Schwarzenegger Demand he "TERMINATE FORECLOSURES"

© STOP Foreclosure FRAUD ©  
Here's How They Do It.

2/11/2010 Amendments To The Florida Rules of Civil Procedure regarding FORECLOSURES.

You can read the MBA's comments and Deficiency Bill here.

An Anarchist's Strategy To Dismiss Every Foreclosure In Florida.

It takes an Indiana Appellate Court to reverse and stop JPMorgan Chase/Ocwen's attempt to foreclose on a Chase discharged mortgage.

The People of New York v. Bank of America

MSFraud Forum Crosslinks, Findings and Case Citations add to Ohio Federal Court Case Discussions

Plaintiff Mortgage Electronic Registration Systems, Inc.'s foreclosure action is DISMISSED for lack of standing. Accordingly, the Court's Order, issued August 27, 2009, granting plaintiff's Motion for Default Judgment against the defendants Frank and Ellen Johnston is VACATED.

» Jury awards couple \$10.6 million in bank case

» Jury gives woman \$1.25M in lawsuit over mortgage

» \$3.4 Million Dollar Jury Verdict For Wrongful Foreclosure

» EMC Mortgage/JPMorgan Chase cleans out the wrong house!

» The CRIMINAL Case against BEAR STEARNS begins

» Who Owns My House?

» Mortgage fraud -the worst crime no one's heard of

» Supreme Court rules that campaign contributions can create perception of judicial bias

» Dozens of Cases Rolling in from Bankruptcy and Civil Courts Reversing Foreclosures, Evictions

» Misbehavior and Mistake in Bankruptcy Mortgage Claims

» 25 People to Blame for the Financial Crisis

» Have you been hurt by EMC Mortgage Corporation? You are not alone...

» Responding To The Foreclosure Crisis

» FTC check for EMC's ILLEGAL Practices

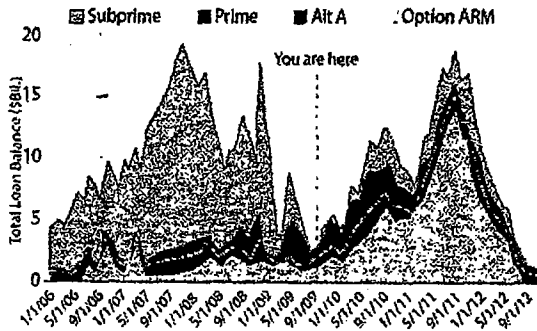
» Bear Stearns and EMC Mortgage to Pay \$28 Million to Settle FTC Charges of Illegal Mortgage Servicing and Debt Collection Practices

» Bear Stearns & EMC Agree to Pay \$28 Million in Settlement...but what about the homeowners who lost their homes due to EMC's fraud?

» BRINGING DOWN BEAR STEARNS  
» The Housing and Economic Recovery Act of 2008 - Catherine Austin Fitts

## The Second Wave

Subprime resets crushed the housing market in '07 and '08. Now a new wave of adjustable rate mortgage resets is just around the corner.



Source: T2 Partners

WWW.AGORAFINANCIAL.COM

### MOVE YOUR MONEY!

### MOVE YOUR MONEY!

HUFF POST



Move Your Money On 450

00:00 / 00:00

LINK CODE

### FLORIDA: FINAL REPORT AND RECOMMENDATIONS ON RESIDENTIAL MORTGAGE FORECLOSURE CASES

MRIA 2008-09-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-248



DEUTSCHE BANK SUES BANK OF AMERICA !!!Judge Blasts Bank's Foreclosure Conduct and Cancels MortgageOhio Attorney General files complaint against American Home MortgageMortgage debt waived after bank can't find paperworkThe Next Financial Crisis Hits Wall Street, as Judges Start Nixing ForeclosuresTYING IT TOGETHER: MASSIVE, PERNICIOUS FRAUDRuling could UNDO Thousands of ForeclosuresBank(s) Lose When Judge Understands the Banks' ScamOhio Supreme Court Lets Wells Fargo v. Jordan Stand. Foreclosure Plaintiffs Who Do Not Own the Mortgage at the Time of Filing Lack Standing to Pursue CasesSPECIAL FEATURE: Inside The Banking CrisisThe Near Financial Collapse - One Year Later.◎ LANDMARK DECISION ◎MASSIVE RELIEF FOR HOMEOWNERS AND TROUBLE FOR THE BANKSREVERSING DEFAULTOMNIBUS MOTION OPENS NEW FRONTIER FOR DEFENSE OF FORECLOSURE


**Foreclosure Judges  
Beware!**

THE PROPOSAL TO HAVE THE VICTIMS OF BANK OF AMERICA'S VIOLATION PAY AN ADDITIONAL PENALTY FOR THEIR OWN VICTIMIZATION WAS ENOUGH TO GIVE THE COURT PAUSE.

A SPRINGFIELD JUDGE'S RULING HAS THROWN THE ENTIRE MASSACHUSETTS FORECLOSURE MARKET INTO DISARRAY BY BOLSTERING CLAIMS THAT LENDERS IMPROPERLY SEIZED THOUSANDS OF BAY STATE HOMES.

"[a] bank that was not the mortgagee when suit was filed cannot cure its lack of standing by subsequently obtaining an interest in the mortgage." "Thus, Wells Fargo Bank lacked standing to bring a foreclosure action against Jordan. As such, the trial court erred in granting summary judgment in favor of WFB because WFB was not entitled to judgment as a matter of law. We sustain Jordan's first assignment of error, reverse summary judgment, and order the trial court to dismiss the complaint without prejudice."

WELLS FARGO VS. JORDANOHIO SUPREME COURT DECLINES JURISDICTION!



**FORECLOSURE FRAUD and SECURITIES FRAUD are  
THE CAUSES OF THE ECONOMIC CRISIS!**

**BAIL OUT THE VICTIMS OF THE BANK'S FRAUD...  
NOT THE BANK'S FRAUD!**

**"The Faces of Foreclosure."**

The Perfect Crime.

*When fully exposed, this will make Enron look like a parking ticket.**- MSFraud 2003 -**From the transcript of evidentiary hearing - MERS v. Cabrera:*

"It truly concerns me, however, that thousands and thousands -- thousands and thousands of mortgage foreclosure actions have been filed with these allegations. I am not certain what remedy, if any, these people would have were it to be determined that MERS was not ever the proper party notwithstanding that these folks [might] have been in default what their recourse, if any, would be. I'm not certain with the satisfaction of mortgages that have been filed on behalf of MERS how good those are and I am not certain how good title to property is that people bought at these foreclosure sales if it turns or becomes established that MERS was indeed not only not the right party but misrepresented by way of their pleadings and affidavits that they held something they didn't own, so

I'm not certain of the consequences but it seems vast."

*- The Honorable Judge Jon Gordon - September 2005 (Emphasis added)*

<meta name="verify-v1" content="BeVg6Gp5V+EwIL0mRRsNrlHplNaacP+2VeBuh73D5FQ=" />

See Bellitri v. Ocwen OPINION below

The following comments are from O. Max Gardner III

**QUIET TITLE GRANTED**

**Mortgage Declared Unenforceable in DOT Case: NOTE DECLARED UNSECURED**

“When MERS assigned the note to Ocwen, the note became unsecured and the deed of trust became worthless”

**Editor's Note:**

We know that MERS is named as nominee as beneficiary. We know that MERS is NOT named on the note. This appellate case from Missouri, quoting the Restatement 3<sup>rd</sup>, simply says that the note was split from the security instrument, and that there is no enforcement mechanism available under the Deed of Trust. Hence, the court concludes, quiet title was entirely appropriate and the only remedy to the situation because once the DOT and note are split they is no way to get them back together.

**NOTE: THIS DOES NOT MEAN THE NOTE WAS INVALIDATED. BUT IT DOES MEAN THAT IN ORDER TO PROVE A CLAIM UNDER THE NOTE OR TO VERIFY THE DEBT, THE HOLDER MUST EXPLAIN HOW IT ACQUIRED ANY RIGHTS UNDER THE NOTE AND WHETHER IT IS ACTING IN ITS OWN RIGHT OR AS AGENT FOR ANOTHER.**

The deed of trust, ...did not name BNC [AN AURORA/LEHMAN FRONT ORGANIZATION TO ORIGINATE LOANS] as the beneficiary, but instead names Mortgage Electronic Registration System (MERS), solely as BNC's nominee. *The promissory note does not make any reference to MERS.* The note and the deed of trust both require payments to be made to the lender, not MERS.

*a party “must have some actual, justiciable interest.” Id. They must have a recognizable stake. Wahl v. Braun, 980 S.W.2d 322 (Mo. App. E.D. 1998). Lack of standing cannot be waived and may be considered by the court sua sponte. Brock v. City of St. Louis, 724 S.W.2d 721 (Mo. App. E.D. 1987). If a party seeking relief lacks standing, the trial court does not have jurisdiction to grant the requested relief. Shannon, 21 S.W.3d at 842.*

A Missouri appellate court, without trying, may have drawn a map to a defense to foreclosures-if borrowers can figure it out before the Missouri Supreme Court overturns the decision in Bellitri v Ocwen. The opinion shows how an assignment of a loan to a servicing company for collection can actually make the loan uncollectible from the mortgaged property.

This case concerns the procedures of MERS, which is short for Mortgage Electronic Registration Service, created to solve problems created during the foreclosure epidemic of the 1980s, when it

15

was sometimes impossible to track the ownership of mortgages after several layers of savings and loans and banks had failed without recording assignments of the mortgages. The MERS website contains this explanation:

MERS is an innovative process that simplifies the way mortgage ownership and servicing rights are originated, sold and tracked. Created by the real estate finance industry, MERS eliminates the need to prepare and record assignments when trading residential and commercial mortgage loans.

MERS is the named mortgage holder in transactions having an aggregate dollar value in the hundreds of billions, and its service of providing a way to trace ownership of mortgages has played a large role in the securitization of mortgages and the marketability of derivative mortgage-backed securities, because it seemed to eliminate the necessity of recording assignments of mortgages in county records each time the ownership of a mortgage changed, allowing mortgage securities (packages of many mortgages) to be traded in the secondary market, with less risk.

This case began as a routine quiet title case on a collector's deed, also known as a tax deed. Following the procedure by which people can pay delinquent property taxes and obtain the ownership of the delinquent property if the owner or lien holder fails after notice to redeem, Bellistri obtained a deed from the Jefferson County (Mo.) collector.

Because of the possibility of defects in the procedures of the county collectors and in the giving of proper notices, the quality of title conferred by a collector's deed is not insurable.

A suit to cure the potential defects (called a "quiet title suit") is required to make title good, so that the property can be conveyed by warranty deed and title insurance issued to new lenders and owners. The plaintiff in a quiet title suit is required to give notice of the suit to all parties who had an interest in the property identified in the collector's deed.

A borrower named Crouther had obtained a loan from BCN Mortgage. The mortgage document (called a deed of trust) named MERS as the holder of the deed of trust as BCN's nominee, though the promissory note secured by the deed of trust was payable to BCN Mortgage and didn't mention MERS.

Crouther failed to pay property taxes on the mortgaged property.

Bellistri paid the taxes for three years, then sent notice to Crouther and BNC that he was applying for a collector's deed. After BNC failed to redeem (which means "pay the taxes with interest and penalties," so that Bellistri could be reimbursed), the county collector issued a collector's deed to Bellistri, in 2006.

Meanwhile, MERS assigned the promissory note and deed of trust to Ocwen Servicing, probably because nobody was making mortgage payments, so that Ocwen would be in a position to attempt to (a) get Crouther to bring the loan payments up to date or (b) to foreclose, if necessary.

But this assignment, as explained below, eliminated Ocwen's right to foreclose and any right to the property.

Bellistri filed a suit for quiet title and to terminate any right of Crouther to possess the property. After discovering the assignment of the deed of trust to Ocwen, Bellistri added Ocwen as a party to the quiet title suit, so that Ocwen could have an opportunity to prove that it had an interest in the property, or be forever silenced.

Bellistri's attorney Phillip Gebhardt argued that Ocwen had no interest in the property, because the deed of trust that it got from MERS could not be foreclosed. As a matter of law, the right to foreclose goes away when the promissory note is "split" from the deed of trust that it is supposed to secure. The note that Crouther signed and gave to BNC didn't mention MERS, so MERS had no right to assign the note to Ocwen. The assignment that MERS made to Ocwen conveyed only the deed of trust, splitting it from the note.

**When MERS assigned the note to Ocwen, the note became unsecured and the deed of trust became worthless.** Ironically, the use of MERS to make ownership of the note and mortgage easier to trace also made the deed of trust unenforceable. Who knows how many promissory notes are out there that don't mention MERS, even though MERS is the beneficiary of the deed of trust securing such notes?

O. Max Gardner III



## In the Missouri Court of Appeals Eastern District

### DIVISION FIVE

ROBERT BELLISTRI,	)	No. ED91369
	)	
Respondents,	)	
	)	Appeal from the Circuit Court
v.	)	of Jefferson County
	)	
OCWEN LOAN SERVICING, LLC,	)	Honorable Mark T. Stoll
	)	No. 06JE-CC00893
Appellant.	)	
	)	FILED: March 3, 2009

### *Introduction*

The appellant, Ocwen Loan Servicing, L.L.C.<sup>1</sup>, (Ocwen) appeals from a judgment of the Circuit Court of Jefferson County quieting title to real estate commonly known as 1210 Airglades, Arnold, Missouri, 63010 (the property) in favor of Robert Bellistri. Both parties filed motions for summary judgment, and the circuit court held that Ocwen lacked standing to contest Bellistri's deed. For the following reasons, we affirm.

### *Facts*

On March 5, 2002, Glen Crouther purchased the property and executed a promissory note and a deed of trust. BNC Mortgage Inc. (BNC) was the lender and payee of the promissory note. In the deed of trust, Millsap, Singer & Dunn, P.C. was the

<sup>1</sup> Ocwen Loan Servicing, L.L.C. refers to Ocwen Loan Servicing, L.L.C., servicer for Deutsche Bank National Trust Company, as Trustee for the registered holders of the CDC Mortgage Capital trust 2002-HE1, as successor in interest to MERS, Inc.

15a

trustee. The deed of trust, however, did not name BNC as the beneficiary, but instead names Mortgage Electronic Registration System (MERS), solely as BNC's nominee. The promissory note does not make any reference to MERS. The note and the deed of trust both require payments to be made to the lender, not MERS.

During 2002, 2003 and 2004, Crouther failed to pay taxes. At the second offering delinquent tax sale, Bellistri, the respondent, purchased the property and was issued a certificate of purchase on August 22, 2005. On May 12, 2006, Bellistri sent BNC a notice of redemption as required under the Jones Munger Act, Section 140.405 RSMo. (2006).

On September 19, 2006, the collector of revenue of Jefferson County, Missouri issued Bellistri a collector's deed. After the issuance of the collector's deed, MERS, as nominee for BNC, assigned the deed of trust to Ocwen on April 4, 2007. The assignment of the deed of trust also contained language that this assignment also transferred any and all notes described in the deed of trust.

Bellistri filed the instant action seeking to quiet title and eject Crouther from the property. Initially, Bellistri named Crouther as a defendant and published notice for all other unknown persons with an interest in the property. Later, Bellistri filed a motion to add Ocwen as a necessary, if not indispensable party. The circuit court granted his motion. Ocwen and Bellistri filed cross motions for summary judgment. The circuit court denied Ocwen's motion and granted summary judgment in favor of Bellistri. Ocwen now appeals.



### *Standard of Review*

Whether a motion for summary judgment should be granted is a question of law and our review is essentially de novo. *ITT Commercial Finance Corp. v. Mid-America Marine Supply Corp.*, 854 S.W.2d 371, 376 (Mo. banc 1993). Summary judgment is proper where the movant establishes the absence of any genuine issue of material fact and a legal right to judgment. *Id.* at 378. We will review the record in the light most favorable to the party against whom judgment has been entered. Facts set forth by affidavit or otherwise in support are taken as true unless contradicted by the non-moving party's response. *Id.* at 376. We will affirm the trial court's judgment if it is sustainable on any theory. *Citibrook II, L.L.C. v. Morgan's Foods of Missouri, Inc.*, 239 S.W.3d 631 (Mo. App. E.D. 2007).

### *Points on Appeal*

On appeal, Ocwen argues that the trial court erred in entering summary judgment in favor of Bellistri because (1) Bellistri lost his interest in the property by failing to send MERS any notice pursuant to section 140.405; (2) the notice Bellistri sent to BNC misrepresented the redemption period and was therefore insufficient; (3) summary judgment should have been entered in its favor because Bellistri failed to comply with section 140.405; and (4) Ocwen had standing in this quiet title action because it was the named grantee on the assignment of the deed of trust.

### *Discussion*

We will address the issue of standing first, as it is a jurisdictional matter antecedent to the right to relief. *Farmer v. Kinder*, 89 S.W.3d 447, 551 (Mo. banc 2002).

Standing refers to a party's right to seek relief. *Id.* It "requires that a party seeking relief have a legally cognizable interest in the subject matter and that he has a threatened or actual injury." *Eastern Missouri Laborers Dist. Council v. St. Louis County*, 781 S.W.2d 43, 46 (Mo. banc 1989). Standing requires the party to be sufficiently affected so as to ensure a justiciable controversy. *Shannon v. Hines*, 21 S.W.3d 839, 841 (Mo. App. E.D. 1999). Therefore, a party "must have some actual, justiciable interest." *Id.* They must have a recognizable stake. *Wahl v. Braun*, 980 S.W.2d 322 (Mo. App. E.D. 1998). Lack of standing cannot be waived and may be considered by the court sua sponte. *Brock v. City of St. Louis*, 724 S.W.2d 721 (Mo. App. E.D. 1987). If a party seeking relief lacks standing, the trial court does not have jurisdiction to grant the requested relief. *Shannon*, 21 S.W.3d at 842.

The Jones Munger Act, RSMo section 140.330, provides that one who acquires a collector's deed may bring an action to quiet title, naming as defendants "all parties who have, or claim to have, or appear of record in the county where such land or lot is situated, to have an interest in, or lien upon such lands or lots." Section 140.330. Here, Ocwen appears of record to have an interest in the property because it is the named grantee on the assignment of the deed of trust.

While this section allows broad joinder of defendants, a named defendant will not prevail unless the defendant has at least some interest in the property. *Scott v. Unknown Heirs of Solomon Garrison*, 235 S.W.2d 372, 374 (Mo. 1951). In *Scott*, the plaintiff claimed title by virtue of a tax deed. The plaintiff brought an action to quiet her title, and the defendant claimed he was the owner of the property. The defendant, however, failed to produce a recorded title. The defendant also never had possession and paid no taxes

on the property. He claimed he lost the deed, but had assumed a contract to purchase the property. The trial court found that the defendant had no right, title or interest to the property. On appeal, the defendant argued that the tax deed was void because the tax sale was so grossly inadequate as to amount to fraud. While the court agreed that the amount paid was so grossly inadequate as to be constructive fraud, they found that the defendant "did not have such an interest or claim of right to the property in question to challenge the sufficiency of the plaintiff's deed." *Id.*

Essentially, the *Scott* court found that the defendant lacked standing to invalidate the tax deed. The defendant lacked a legally cognizable interest in the property, and therefore he could not challenge the issuance of a collector's deed.

The same is true in the instant case. While Ocwen is the recorded grantee on the assignment of the deed of trust, it has no legally cognizable interest. Lacking such an interest, Ocwen is not entitled to the relief it seeks, namely, to dismiss Bellistri's petition and declare that the plaintiff has lost all interest in the real estate. Essentially, Ocwen is asking the court to quiet title in Crouther's name.

To seek this relief from the court, Ocwen must at least have an "interest" in the property. *Scott*, 235 S.W.2d at 374; *Thurmon v. Ludy*, 914 S.W.2d 32, 34 (Mo. App. E.D. 1995) On the assignment of the deed of trust, Ocwen is listed as the grantee, as servicer for Deutsche Bank National Trust Company, as Trustee for the registered holders of the CDC Mortgage Capital trust, 2002-HE1, Mortgage Pass-Through Certificates, Series 2002-HE1 (Deutsche Bank). We must turn to the law of mortgages to understand Ocwen's interest.

Generally, a mortgage loan consists of a promissory note and security instrument, usually a mortgage or a deed of trust, which secures payment on the note by giving the lender the ability to foreclose on the property. Typically, the same person holds both the note and the deed of trust. In the event that the note and the deed of trust are split, the note, as a practical matter becomes unsecured. Restatement (Third) of Property (Mortgages) §5.4. Comment. The practical effect of splitting the deed of trust from the promissory note is to make it impossible for the holder of the note to foreclose, unless the holder of the deed of trust is the agent of the holder of the note. *Id.* Without the agency relationship, the person holding only the note lacks the power to foreclose in the event of default. The person holding only the deed of trust will never experience default because only the holder of the note is entitled to payment of the underlying obligation. *Id.* The mortgage loan became ineffectual when the note holder did not also hold the deed of trust.

When the holder of the promissory note assigns or transfers the note, the deed of trust is also transferred. *George v. Surkamp*, 76 S.W.2d 368, 371 (Mo. 1934). An assignment of the deed of trust separate from the note has no "force." *Id.* Effectively, the note and the deed of trust are inseparable, and when the promissory note is transferred, it vests in the transferee "all the interest, rights, powers and security conferred by the deed of trust upon the beneficiary therein and the payee in the notes." *St. Louis Mut. Life Ins. Co. v. Walter*, 46 S.W.2d 166, 170 (Mo. 1931).

When it assigned the deed of trust, MERS attempted to transfer to Ocwen the deed of trust "together with any and all notes and obligations therein described or referred to, the debt respectively secured thereby and all sums of money due and to become due."

The record reflects that BNC was the holder of the promissory note. There is no evidence in the record or the pleadings that MERS held the promissory note or that BNC gave MERS the authority to transfer the promissory note. MERS could not transfer the promissory note; therefore the language in the assignment of the deed of trust purporting to transfer the promissory note is ineffective. *Black v. Adrian*, 80 S.W.3d 909, 914-15 (Mo. App. S.D. 2002) ("[A]ssignee of a deed of trust or a promissory note is vested with all interests, rights and powers possessed by the assignor in the mortgaged property"). MERS never held the promissory note, thus its assignment of the deed of trust to Ocwen separate from the note had no force. See *George*, 76 S.W.2d at 371. *St. Louis Mut. Life Ins. Co.*, 46 S.W.2d at 170.

As Ocwen holds neither the promissory note, nor the deed of trust, Ocwen lacks a legally cognizable interest and lacks standing to seek relief from the trial court. See *Scott*, 235 S.W.2d at 374. The trial court was without jurisdiction to grant Ocwen its requested relief, and did not err in granting summary judgment in Bellistri's favor.

#### *Conclusion*

Ocwen lacked a legally cognizable interest in the property, and therefore, it has no standing to seek relief. We hereby affirm the judgment of the circuit court of St. Louis County.

---

Nannette A. Baker, Chief Judge

Glenn A. Norton, J., and Kenneth M. Romines, J., concur.

## **EXHIBITS B**



June 24, 2010

000044

SHELLEY A ERICKSON  
5421 PEARL AVE SE  
AUBURN WA 98092

**Acceleration Warning (Notice of Intent to Foreclose)**

Account: 6826 (the "Loan")  
Property Address: 5421 Pearl Ave Se  
Auburn WA 98092 (the "Property")

Dear Mortgagor(s):

Under the terms of the Mortgage or Deed of Trust ("Security Instrument") securing your Loan, Chase Home Finance LLC ("Chase") hereby notifies you of the following:

1. You are in default because you have failed to pay the required monthly installments commencing with the payment due 07/01/2009.
2. As of June 24, 2010, total monthly payments (including principal, interest, and escrow if applicable), late fees, NSF fees, and other fees and advances due under the terms of your loan documents in the total amount of \$68693.67 are past due. This past-due amount is itemized below. If applicable, your account may have additional escrow amounts that have been paid out and are due on the Loan. If you have any questions about the amounts detailed below, please contact us as soon as possible at (800) 848-9380.

Total Monthly Payments	\$59944.68
Late Fees	\$9664.11
NSF Fees	\$205.00
Other Fees*	\$75.10
Advances*	\$216.50

Amount Held in Suspense	\$1411.72
-------------------------	-----------

*\*Other Fees and Advances include those amounts allowed by your Note and Security Instrument. If you need additional information regarding the fees, please contact us at the number provided below.*

You are also responsible for paying any amounts that come due between the date of this letter and the expiration date set forth in Paragraph 3 below. These amounts may include, but are not limited to, taxes, insurance, inspection fees, and other fees, as permitted by applicable law.

16



Chase Home Finance LLC (FL5-7730)  
PO BOX 44090  
Jacksonville, FL 32231-4090



June 24, 2010

#BWNCLNN#

:2694#

000044 /FT

SHELLEY A ERICKSON  
5421 PEARL AVE SE  
AUBURN WA 98092

**Your house is your home. We want to keep it that way.**

**We need to talk—call (800) 848-9380 today.**

You're going through tough times—we can help. In fact, we believe **your home loan may be eligible for a loan workout**—we may be able to change the terms of your loan, including the interest rate, to reduce the monthly payment to an amount you can afford.

**Call us today at (800) 848-9380 so we can help you turn things around. We'll discuss your current situation (outlined in the enclosed letter) and the options available to you. But we cannot stress enough that the longer you delay calling us—the fewer chances you may have to keep your home.**

It will only take a few minutes on the phone—one of our Loan Specialists will work with you to determine the option that best fits your needs. There are several options available—**call us now** and let's see which one will work best for you.

We are committed to working with you to find a way to help you keep your home, **but you must call us immediately at (800) 848-9380—the longer you delay the fewer options you may have.**

Collections Department  
Chase Home Finance LLC  
(800) 848-9380  
(800) 582-0542 TDD / Text Telephone

P.S. The enclosed letter outlines your loan status and the consequences that will occur unless we **receive the required financial information from you and can approve you for a loan workout.** Once you call us with the information needed, then we can work together to determine the option that will work best for you. We cannot guarantee that you will be approved, but your only chance of saving your home is by contacting us immediately. Please don't delay—call us now at **(800) 848-9380.**

FCL MTM

Enclosures

1. Financial Documents to Assist You with Your Options
2. Federal Trade Commission Pamphlet

**CERTIFIED MAIL: Return Receipt Requested and First Class Mail**

**An important reminder for all our customers: As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Chase offers loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at (800) 848-9380 to discuss your options. The longer you delay the fewer options you may have.**

**Chase Home Finance LLC is attempting to collect a debt, and any information obtained will be used for that purpose.**

**We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

**If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.**

**To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.**

**BW021**

Chase Home Finance LLC (FL5-7730)  
PO BOX 44090  
Jacksonville, FL 32231-4090

7100 4047 5100 8487 2921



June 24, 2010

000091 /FT

JOHN E ERICKSON  
5421 PEARL AVE SE  
AUBURN WA 98092

**Your house is your home. We want to keep it that way.**

**We need to talk—call (800) 848-9380 today.**

**You're going through tough times—we can help. In fact, we believe your home loan may be eligible for a loan workout—we may be able to change the terms of your loan, including the interest rate, to reduce the monthly payment to an amount you can afford.**

**Call us today at (800) 848-9380 so we can help you turn things around. We'll discuss your current situation (outlined in the enclosed letter) and the options available to you. But we cannot stress enough that the longer you delay calling us—the fewer chances you may have to keep your home.**

**It will only take a few minutes on the phone—one of our Loan Specialists will work with you to determine the option that best fits your needs. There are several options available—call us now and let's see which one will work best for you.**

**We are committed to working with you to find a way to help you keep your home, but you must call us immediately at (800) 848-9380—the longer you delay the fewer options you may have.**

Collections Department  
Chase Home Finance LLC  
(800) 848-9380  
(800) 582-0542 TDD / Text Telephone

**P.S. The enclosed letter outlines your loan status and the consequences that will occur unless we receive the required financial information from you and can approve you for a loan workout. Once you call us with the information needed, then we can work together to determine the option that will work best for you. We cannot guarantee that you will be approved, but your only chance of saving your home is by contacting us immediately. Please don't delay—call us now at (800) 848-9380.**

FCL MTM

Chase Home Finance LLC (FL5-7730)  
 PO BOX 44090  
 Jacksonville, FL 32231-4090



June 24, 2010

000091

JOHN E ERICKSON  
 5421 PEARL AVE SE  
 AUBURN WA 98092

**Acceleration Warning (Notice of Intent to Foreclose)**

Account: 6826 (the "Loan")  
 Property Address: 5421 Pearl Ave Se  
 Auburn WA 98092 (the "Property")

Dear Mortgagor(s):

Under the terms of the Mortgage or Deed of Trust ("Security Instrument") securing your Loan, Chase Home Finance LLC ("Chase") hereby notifies you of the following:

1. You are in default because you have failed to pay the required monthly installments commencing with the payment due 07/01/2009.
2. As of June 24, 2010, total monthly payments (including principal, interest, and escrow if applicable), late fees, NSF fees, and other fees and advances due under the terms of your loan documents in the total amount of \$68693.67 are past due. This past-due amount is itemized below. If applicable, your account may have additional escrow amounts that have been paid out and are due on the Loan. If you have any questions about the amounts detailed below, please contact us as soon as possible at (800) 848-9380.

Total Monthly Payments	\$59944.68
Late Fees	\$9664.11
NSF Fees	\$205.00
Other Fees*	\$75.10
Advances*	\$216.50

Amount Held in Suspense	\$1411.72
-------------------------	-----------

*\*Other Fees and Advances include those amounts allowed by your Note and Security Instrument. If you need additional information regarding the fees, please contact us at the number provided below.*

You are also responsible for paying any amounts that come due between the date of this letter and the expiration date set forth in Paragraph 3 below. These amounts may include, but are not limited to, taxes, insurance, inspection fees, and other fees, as permitted by applicable law.

Enclosures

1. Financial Documents to Assist You with Your Options
2. Federal Trade Commission Pamphlet

**CERTIFIED MAIL: Return Receipt Requested and First Class Mail**

**An important reminder for all our customers: As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Chase offers loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at (800) 848-9380 to discuss your options. The longer you delay the fewer options you may have.**

**Chase Home Finance LLC is attempting to collect a debt, and any information obtained will be used for that purpose.**

**We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

**If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.**

**To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.**

**BW021**

These are copies of my modification payments for five months to Chase servicing, they claim I did not pay, and a sixth and seventh payment I put into my attorneys hands, whom is waiting for the right time to file bankruptcy for us. One payment is in a trust fund the other is attorneys fees to fight this mortgage fraud. Although Melissa is not representing this case, I am filing it Pro Se. She tells me she does not know what to do for me, except to file bankruptcy.

16<sup>a</sup> cont.

The 2010 Entertainment Book provides discounts on restaurants, movies and sporting events. When you purchase it through BECU, proceeds benefit Children's Miracle Network/Childrens Hospital. Visit [www.becu.org](http://www.becu.org) for details.

#BWNKKNN  
 Rachelle L. Erickson  
 5421 Peal AVE SE  
 Auburn, WA 98092-8353

000000

Statement Period: 09/05/2009 - 09/16/2009

1232437

**Account Summary**

<b>Deposit Accounts</b>	<b>Account #</b>	<b>Beginning Balance</b>	<b>Withdrawals</b>	<b>Deposits</b>	<b>Fees/Charges</b>	<b>Dividends/Interest</b>	<b>Ending Balance</b>
Member Advantage Savings	:9720	14.95				0.03	14.98
Savings	:2805	0.00					0.00
Member Advantage Checking	6729	248.38	(545.29)	618.00		0.56	321.65
Checking	:2813	2,647.25	(3,486.20)	849.75		0.09	10.89
<b>Loans</b>	<b>Account #</b>	<b>Beginning Balance</b>	<b>Advances</b>	<b>Payments</b>	<b>Fees/Charges</b>	<b>Finance Charges</b>	<b>Ending Balance</b>
Line of Credit	:8217	6,573.81					6,573.81

**Account Activity****Member Advantage Savings :9720**

If your account converted to Member Advantage during the statement period, you earned the rate effective for the Member Share Savings Account up to the date of conversion.

Year-to-date dividends: \$1.97

6.29% Annual Percentage Yield Earned for 12 day period

Average Daily Balance: \$14.95

**Deposits**

Date	Amount	Transaction Description
09/16	0.03	Dividend/Interest

**Savings :2805**

Year-to-date dividends: \$0.00

0.50% dividends from 09/05/2009

0.00% Annual Percentage Yield Earned for 12 day period

Average Daily Balance: \$0.00

Iba



**Member Advantage Checking - 6729**

If your account converted to Member Advantage during the statement period, you earned the rate effective for the Checking Account up to the date of conversion.

Year-to-date dividends: \$4.87

6.21% Annual Percentage Yield Earned for 12 day period

Average Daily Balance: \$282.33

**Deposits**

Date	Amount	Transaction Description
09/04	100.00	ATM Deposit BECU 226 E MAIN AUBURN WAUS Machine# WA033851 Trace# 0000000000000000080
09/09	259.00	External Deposit WA ST EMPLOY SEC - UI BENEFIT
09/16	259.60	External Deposit WA ST EMPLOY SEC - UI BENEFIT
09/16	0.56	Dividend/Interest

**Withdrawals**

Date	Amount	Transaction Description
09/05	(5.65)	POS Withdrawal DONEL'S ES 1401 A ST SE AUBURN WAUS Machine# 248000 Trace# 00000000000819079850
09/07	(35.45)	POS Withdrawal SAFEWAY 0531 101 AUBURN WAY S AUBURN WAUS Machine# 05310009 Trace# 00000000018121170000
09/08	(4.85)	POS Withdrawal AUBURN WAY 407 AUBURN WAY AUBURN WAUS Machine# 248000 Trace# 00000000005125568010
09/08	(6.36)	POS Withdrawal BURGER KIN 320 AUBURN WAY S AUBURN WAUS Machine# 2849 Trace# 00000000207849700770
09/09	(230.00)	Withdrawal Online Banking Transfer To 3572802813
09/09	(45.42)	POS Withdrawal WINCO FOODS 9116 South 212th Stree Kent WAUS Machine# 00000050 Trace# 00000000004818010000
09/10	(9.77)	POS Withdrawal MCDONALD'S 702 AUBURN WAY SOUTH AUBURN WAUS Machine# 248000 Trace# 00000000000000000177
09/12	(42.73)	POS Withdrawal SAFEWAY 0531 101 AUBURN WAY SO AUBURN WAUS Machine# 05310082 Trace# 00000000019420100000
09/12	(4.05)	POS Withdrawal SAFEWAY 0531 101 AUBURN WAY S AUBURN WAUS Machine# 05310047 Trace# 00000000012550850000
09/15	(11.03)	POS Withdrawal DONEL'S ES 1401 A ST SE AUBURN WAUS Machine# 248000 Trace# 00000000000826741880
09/15	(7.68)	POS Withdrawal NORTH AUBU 220 15TH ST NE AUBURN WAUS Machine# 248000 Trace# 00000000005233098690
09/16	(142.30)	External Withdrawal STATE FARM RO 27 - SFPF

**Checking - 2813**

Year-to-date dividends: \$0.71

0.25% dividends from 09/05/2009

0.25% Annual Percentage Yield Earned for 12 day period

Average Daily Balance: \$1,085.37

Rachelle L. Erickson

000000

**Deposits**

Date	Amount	Transaction Description
09/04	554.75	ATM Deposit BECU 226 E MAIN AUBURN WAUS Machine# WA033851 Trace# 00000000000000000081
09/06	65.00	ATM Deposit BECU 226 E MAIN AUBURN WAUS Machine# WA033851 Trace# 00000000000000000060
09/09	230.00	Deposit Online Banking Transfer from 6729
09/16	0.09	Dividend/Interest

**Withdrawals**

Date	Amount	Transaction Description
09/09	(262.20)	External Withdrawal CITIFINANCIAL 10000 - LOAN PAYMT
09/09	(3,224.00)	External Withdrawal WAMU BANK 0156 GAPAI - MORTG PMT

**Loan Activity****Line of Credit - 8217**

<b>Annual Percentage Rate: 10.90%</b>	<b>Daily Periodic Rate: 0.029863%</b>	<b>Effective: 09/05/2009</b>
<b>Maximum Credit Limit: \$7,000.00</b>	<b>Available Credit: \$426.19</b>	
<b>Minimum Payment Due: \$131.48</b>	<b>Payment Due Date: 10/15/2009</b>	

**IMPORTANT NOTICE REGARDING YOUR PAYMENT:** Your next regularly scheduled payment is due on the 15th of the month following the end of this Statement Period.

BECU now offers Private Student Loans  
through Credit Union Student Choice.  
Lower rates, no origination fees, and deferment  
of principal and interest while in school.  
For more information or to apply online, visit  
[www.becu.org/studentloans](http://www.becu.org/studentloans).

#BWNKKN  
Rachelle L. Erickson  
5421 Peal AVE SE  
Auburn, WA 98092-8353

000000

Statement Period: 07/04/2009 - 08/07/2009

1232437

Account Summary							
Deposit Accounts	Account #	Beginning Balance	Withdrawals	Deposits	Fees/Charges	Dividends/Interest	Ending Balance
Member Advantage Savings	9720	179.15	(165.00)			0.73	14.88
Savings	2805	0.00					0.00
Member Advantage Checking	6729	3,486.14	(6,874.83)	3,464.61		1.45	77.37
Checking	2813	2.41	(821.01)	830.00		0.02	11.42
Loans	Account #	Beginning Balance	Advances	Payments	Fees/Charges	Finance Charges	Ending Balance
Line of Credit	8217	6,445.85		(140.00)		58.36	6,364.21

Account Activity	
Member Advantage Savings -	9720

If your account converted to Member Advantage during the statement period, you earned the rate effective for the Member Share Savings Account up to the date of conversion.

Year-to-date dividends: \$1.87

6.14% Annual Percentage Yield Earned for 35 day period

Average Daily Balance: \$127.44

**Deposits**

Date	Amount	Transaction Description
08/07	0.73	Dividend/Interest

**Withdrawals**

Date	Amount	Transaction Description
07/25	(40.00)	ATM Withdrawal BECU 226 E MAIN AUBURN WAUS Machine# WA033851 Trace# 0000000000000005869
07/29	(40.00)	Withdrawal Online Banking Transfer To Visa XXXXXXXXXXXXX5946
07/29	(85.00)	Withdrawal Online Banking Transfer To 6729

**Savings - 2805**

Year-to-date dividends: \$0.00  
 0.50% dividends from 07/04/2009  
 0.00% Annual Percentage Yield Earned for 35 day period  
 Average Daily Balance: \$0.00

**Member Advantage Checking - 6729**

If your account converted to Member Advantage during the statement period, you earned the rate effective for the Checking Account up to the date of conversion.

Year-to-date dividends: \$3.73  
 2.68% Annual Percentage Yield Earned for 35 day period  
 Average Daily Balance: \$571.82

**Deposits**

Date	Amount	Transaction Description
07/06	100.00	ATM Deposit BECU 3840 A ST SE #105 AUBURN WAUS Machine# WA033844 Trace# 00000000000000001763
07/06	260.00	ATM Deposit BECU 3840 A ST SE #105 AUBURN WAUS Machine# WA033844 Trace# 00000000000000001930
07/08	259.00	External Deposit WA ST EMPLOY SEC - UI BENEFIT
07/08	1,676.55	ATM Deposit BECU 226 E MAIN AUBURN WAUS Machine# WA033851 Trace# 00000000000000009921
07/15	259.00	External Deposit WA ST EMPLOY SEC - UI BENEFIT
07/22	181.00	External Deposit WA ST EMPLOY SEC - UI BENEFIT
07/29	85.00	Deposit Online Banking Transfer from 19720
07/29	170.00	ATM Deposit BECU 226 E MAIN AUBURN WAUS Machine# WA033851 Trace# 00000000000000007123
07/31	200.00	ATM Deposit BECU 226 E MAIN AUBURN WAUS Machine# WA033851 Trace# 00000000000000007719
08/01	200.00	ATM Deposit BECU 226 E MAIN AUBURN WAUS Machine# WA033851 Trace# 000000000000000008313
08/02	24.06	POS Deposit 9100019471 2201 S COMMONS FEDERAL WAY WAUS Machine# 19470124 Trace# 00000000190395490000
08/05	50.00	ATM Deposit BECU 226 E MAIN AUBURN WAUS Machine# WA033851 Trace# 000000000000000009751
08/07	1.45	Dividend/Interest

**Withdrawals**

Date	Amount	Transaction Description
07/03	(36.66)	POS Withdrawal SAFEWAY 0531 101 AUBURN WAY SO AUBURN WAUS Machine# 05310069 Trace# 00000000018720240000
07/04	(8.51)	POS Withdrawal MCDONALD'S 1304 SUPERMALL WAY SW AUBURN WAUS Machine# 247000 Trace# 000000000000000048079
07/06	(7.41)	POS Withdrawal DONEL'S ES 1401 A ST SE AUBURN WAUS Machine# 247000 Trace# 000000000000770828390
07/06	(13.06)	POS Withdrawal MCDONALD'S 702 AUBURN WAY SOUTH AUBURN WAUS Machine# 247000 Trace# 00000000000000001991
07/07	(3,224.00)	External Withdrawal WAMU BANK 1620000156 GAPAI - MORTG PMT

**Withdrawals (continued)**

Date	Amount	Transaction Description
07/07	(3.06)	POS Withdrawal DAIRY QUEE 902 S AUBURN WAY AUBURN WAUS Machine# 7825 Trace# 00000000286000010140
07/07	(5.65)	POS Withdrawal DONEL'S ES 1401 A ST SE AUBURN WAUS Machine# 247000 Trace# 00000000000772121240
07/07	(7.03)	POS Withdrawal MCDONALD'S 702 AUBURN WAY SOUTH AUBURN WAUS Machine# 247000 Trace# 00000000000000002278
07/07	(360.00)	Descriptive Withdrawal 0 RETURNED DEPOSIT return reason//nsf Trace# 00000000073364001002
07/08	(9.99)	POS Withdrawal MCDONALD'S 702 AUBURN WAY SOUTH AUBURN WAUS Machine# 247000 Trace# 00000000000000002493
07/08	(270.00)	Withdrawal Online Banking Transfer To 12813
07/09	(3.29)	POS Withdrawal NORTH AUBU 220 15TH ST NE AUBURN WAUS Machine# 247000 Trace# 00000000004132105610
07/09	(3.06)	POS Withdrawal DAIRY QUEE 902 S AUBURN WAY AUBURN WAUS Machine# 3548 Trace# 00000000286000000070
07/09	(39.03)	POS Withdrawal WAL-MART #2385 1425 SUPERMALL WAY AUBURN WAUS Machine# 24238501 Trace# 00000000919023856207
07/10	(900.00)	External Withdrawal MACYS - ONLINE PMT
07/10	(39.50)	POS Withdrawal SAFEWAY 0531 101 AUBURN WAY SO AUBURN WAUS Machine# 05310059 Trace# 00000000012150090000
07/10	(8.34)	POS Withdrawal MCDONALD'S 702 AUBURN WAY SOUTH AUBURN WAUS Machine# 247000 Trace# 000000000000000003000
07/10	(18.74)	POS Withdrawal Wal-Mart Store 2385 WAL-SAMS AUBURN WAUS Machine# 23850012 Trace# 00000000919190719397
07/11	(7.31)	POS Withdrawal MCDONALD'S 1304 SUPERMALL WAY SW AUBURN WAUS Machine# 247000 Trace# 000000000000000049568
07/11	(70.12)	POS Withdrawal 9100019471 2201 S COMMONS FEDERAL WAY WAUS Machine# 19470077 Trace# 00000000200215730000
07/12	(18.72)	POS Withdrawal BARTELL DRUGS # AUBURN AUBURN WAUS Machine# 49581201 Trace# 00000000919358126221
07/14	(50.00)	External Withdrawal CAPITAL ONE - ONLINE PMT
07/14	(15.95)	POS Withdrawal PARTY CITY 4423 SOUTH MERIDIAN PUYALLUP WAUS Machine# 1000 Trace# 000000004440000059340
07/14	(7.03)	POS Withdrawal BURGER KIN 320 AUBURN WAY S AUBURN WAUS Machine# 2849 Trace# 00000000207849100160
07/16	(139.12)	External Withdrawal STATE FARM RO 27 - SFPP
07/16	(560.00)	Withdrawal Online Banking Transfer To 2813
07/16	(9.54)	POS Withdrawal MCDONALD'S 702 AUBURN WAY SOUTH AUBURN WAUS Machine# 247000 Trace# 00000000000000004650
07/17	(28.07)	POS Withdrawal GRCC-BOOKS 12401 SE 320TH ST AUBURN WAUS Machine# 00000001 Trace# 00000000641974422730
07/20	(4.65)	POS Withdrawal DONEL'S ES 1401 A ST SE AUBURN WAUS Machine# 247000 Trace# 00000000000782511790
07/20	(49.44)	POS Withdrawal SAFEWAY 0531 101 AUBURN WAY S AUBURN WAUS Machine# 05310004 Trace# 00000000017620520000
07/24	(174.72)	POS Withdrawal SPRINT *WI 2003 Edmund Halley Dr 800-639-6111 VAUS Machine# 247000 Trace# 00000000000121330510
07/24	(28.45)	POS Withdrawal 9100019471 2201 S COMMONS FEDERAL WAY WAUS Machine# 19470079 Trace# 00000000190281970000

Rachelle L. Erickson

Statement Period: 07/04/2009 - 08/07/2009

000000

**Withdrawals (continued)**

Date	Amount	Transaction Description
07/27	(12.84)	POS Withdrawal MCDONALD'S 702 AUBURN WAY SOUTH AUBURN WAUS Machine# 247000 Trace# 0000000000000000730
07/28	(35.01)	POS Withdrawal WAL-MART #2385 1425 SUPERMALL WAY AUBURN WAUS Machine# 24238501 Trace# 00000000921023851742
07/28	(34.25)	POS Withdrawal WAL-MART #2385 1425 SUPERMALL WAY AUBURN WAUS Machine# 24238501 Trace# 00000000921023851967
07/30	(140.00)	Withdrawal Online Banking Transfer To 1000858217
07/30	(75.00)	External Withdrawal OLD NAVY - ONLINE PMT
07/31	(58.01)	POS Withdrawal 2211760002 COMCAST CORPORATION ONE800-COMCAST WAUS Machine# 247000 Trace# 0000000000166685150
07/31	(100.00)	ATM Withdrawal BECU 226 E MAIN AUBURN WAUS Machine# WYA033851 Trace# 00000000000000007720
07/31	(43.38)	POS Withdrawal SAFEWAY 0531 101 AUBURN WAY S AUBURN WAUS Machine# 05310045 Trace# 00000000011350440000
07/31	(46.18)	POS Withdrawal OFFICE DEPOT OFFICE DEPOT AUBURN WAUS Machine# 064414 Trace# 00000000008958650000
08/01	(122.48)	POS Withdrawal OFFICE DEPOT OFFICE DEPOT AUBURN WAUS Machine# 064414 Trace# 00000000005320660000
08/04	(19.99)	POS Withdrawal MCDONALD'S 1304 SUPERMALL WAY SW AUBURN WAUS Machine# 247000 Trace# 000000000000000055848
08/06	(9.78)	POS Withdrawal ARBY'S #6 140 15TH ST NE AUBURN WAUS Machine# 572 Trace# 00000000945030773580
08/07	(50.00)	External Withdrawal CAPITAL ONE - ONLINE PMT
08/07	(7.46)	POS Withdrawal NORTH AUBU 220 15TH ST NE. AUBURN WAUS Machine# 247000 Trace# 00000000004619112570

Checking - 2813

Year-to-date dividends: \$0.52

0.25% dividends from 07/04/2009

0.22% Annual Percentage Yield Earned for 35 day period

Average Daily Balance: \$95.43

**Deposits**

Date	Amount	Transaction Description
07/08	270.00	Deposit Online Banking Transfer from 5729
07/16	560.00	Deposit Online Banking Transfer from 6729
08/07	0.02	Dividend/Interest

**Withdrawals**

Date	Amount	Transaction Description
07/09	(268.01)	External Withdrawal CITIFINANCIAL ( 10000 - LOAN PAYMT

**Checks Paid**

Check #	Date	Amount
1033	07/21	553.00

Check #	Date	Amount
---------	------	--------

Check #	Date	Amount
---------	------	--------

(\* next to number indicates skipped numbers )

Point of Sale cleared checks are displayed in the Checking Withdrawals section above.

Rachelle L. Erickson

Statement Period: 07/04/2009 - 08/07/2009

000000

**Loan Activity****Line of Credit - 8217**

**Annual Percentage Rate: 10.90%**  
**Maximum Credit Limit: \$7,000.00**  
**Minimum Payment Due: \$127.28**

**Daily Periodic Rate: 0.029863%**  
**Available Credit: \$635.79**  
**Payment Due Date: 08/31/2009**

**Effective: 07/04/2009**

<b>Date</b>	<b>Transaction Description</b>	<b>Advance / (Payment)</b>	<b>Finance Charges</b>	<b>Principal</b>	<b>Other Charges</b>	<b>Balance</b>
07/30	Regular Payment	(140.00)	58.36	(81.64)		6,364.21





# STATEMENT OF ACCOUNTS

John E. Erickson  
 5421 Pearl Ave SE  
 Auburn WA 98092

BECU now offers Private Student Loans  
 through Credit Union Student Choice.  
 Lower rates, no origination fees, and deferment  
 of principal and interest while in school.  
 For more information or to apply online, visit  
[www.becu.org/studentloans](http://www.becu.org/studentloans).

Statement period : 07/04/2009 - 08/07/2009

1277998

Account Summary							
Deposit Accounts	Account #	Beginning Balance	Withdrawals	Deposits	Fees/Charges	Dividends/Interest	Ending Balance
Member Advantage Savings	0025	\$ 5.09				0.03	\$ 5.12
Member Advantage Checking	0033	28.06	(5,266.46)	8,754.89	(20.00)	1.05	2,475.52
Loans	Account #	Beginning Balance	Advances	Payments	Fees/Charges	Finance Charges	Ending Balance
Home Equity Loan	2071	\$ 27,660.84		(601.60)		386.71	\$ 27,445.05

## Account Activity

### Member Advantage Savings - 0025

If your account converted to Member Advantage during the statement period, you earned the rate effective for the Member Share Savings Account up to the date of conversion.  
 Year-to-date dividends: \$0.20  
 8.32% Annual Percentage Yield Earned for 35 day period  
 Average Daily Balance: \$5.09

Deposits		
Date	Amount	Transaction Description
08/07	0.03	Dividend/Interest

### Member Advantage Checking - 0033

If your account converted to Member Advantage during the statement period, you earned the rate effective for the Checking Account up to the date of conversion.  
 Year-to-date dividends: \$8.10  
 1.76% Annual Percentage Yield Earned for 35 day period  
 Average Daily Balance: \$820.74

Deposits		
Date	Amount	Transaction Description
07/08	1,864.00	External Deposit US TREASURY 303 - SOC SEC
08/03	1,474.79	External Deposit THE BOEING COMPA BNG QUAL - PN PMTS/CF
08/03	2,382.10	Deposit Shared Branch 1424 Supermal Way #2 Auburn WA
08/05	3,224.00	External Withdrawal WAMU BANK 1620000156 GAPA1 - MORTG PMT (Rejected)
08/07	1.05	Dividend/Interest

Withdrawals		
Date	Amount	Transaction Description
07/08	(300.75)	Withdrawal Transfer 2071

the Checking Account up to the date of conversion.  
Year-to-date dividends: \$3.73  
2.88% Annual Percentage Yield Earned for 35 day period  
Average Daily Balance: \$571.82

Daughter

1400<sup>00</sup> transfer my personal need to add not credits to his interest yet.

Deposits	Amount
07/06	100.00
07/08	250.00
07/08	258.00
07/08	1,576.53
07/15	259.00
07/22	181.00
07/29	85.00
07/29	170.00
07/31	200.00
08/01	200.00
08/02	24.06
08/05	50.00
08/07	1.45

Transaction Description  
ATM Deposit BECU 3840 A ST SE #105 AUBURN WAUS  
ATM Deposit BECU 3840 A ST SE #105 AUBURN WAUS  
External Deposit WA ST EMPLOY SEC - UI BENEFIT  
ATM Deposit BECU 226 E MAIN AUBURN WAUS  
External Deposit WA ST EMPLOY SEC - UI BENEFIT  
External Deposit WA ST EMPLOY SEC - UI BENEFIT  
Deposit Online Banking Transfer from 9720  
ATM Deposit BECU 226 E MAIN AUBURN WAUS  
ATM Deposit BECU 226 E MAIN AUBURN WAUS  
ATM Deposit BECU 226 E MAIN AUBURN WAUS  
POS Deposit 9100019471 2201 S COMMONS FEDERAL WAY WAUS  
ATM Deposit BECU 226 E MAIN AUBURN WAUS  
Dividend/Interest

Account  
Lorrie:

modification

Withdrawals	Amount
07/03	(36.55)
07/04	(8.51)
07/06	(7.41)
07/06	(13.06)
07/07	(3,224.00)
07/07	(3.08)
07/07	(5.05)
07/07	(7.03)
07/07	(360.00)
07/08	(9.99)
07/08	(270.00)
07/09	(3.29)
07/09	(3.05)
07/09	(39.03)
07/10	(900.00)
07/10	(39.50)
07/10	(8.34)
07/10	(18.74)
07/11	(7.31)
07/11	(70.12)
07/12	(18.72)
07/14	(50.00)
07/14	(15.95)
07/14	(7.03)
07/16	(139.12)
07/16	(560.00)
07/16	(9.54)
07/17	(28.07)
07/20	(4.65)
07/20	(49.44)
07/24	(174.72)
07/24	(28.45)
07/27	(12.64)
07/28	(35.01)
07/28	(34.25)
07/30	(140.00)
07/30	(75.00)
07/31	(58.01)
07/31	(100.00)
07/31	(43.38)
07/31	(46.18)
08/01	(122.48)
08/04	(19.99)
08/06	(9.78)
08/07	(50.00)
08/07	(7.45)

Transaction Description  
POS Withdrawal SAFEWAY 0531 101 AUBURN WAY SO AUBURN WAUS  
POS Withdrawal MCDONALD'S 1304 SUPERMALL WAY SW AUBURN WAUS  
POS Withdrawal DONEL'S ES 1401 A ST SE AUBURN WAUS  
POS Withdrawal MCDONALD'S 702 AUBURN WAY SOUTH AUBURN WAUS  
External Withdrawal WAMU BANK 1620000156 GAPA1 - MORTG PMT  
POS Withdrawal DAIRY QUEE 902 S AUBURN WAY AUBURN WAUS  
POS Withdrawal DONEL'S ES 1401 A ST SE AUBURN WAUS  
POS Withdrawal MCDONALD'S 702 AUBURN WAY SOUTH AUBURN WAUS  
Descriptive Withdrawal 0 RETURNED DEPOSIT return reason/inst  
POS Withdrawal MCDONALD'S 702 AUBURN WAY SOUTH AUBURN WAUS  
Withdrawal Online Banking Transfer To 2813  
POS Withdrawal NORTH AUBU 220 15TH ST NE. AUBURN WAUS  
POS Withdrawal DAIRY QUEE 902 S AUBURN WAY AUBURN WAUS  
POS Withdrawal WAL-MART #2385 1425 SUPERMALL WAY AUBURN WAUS  
External Withdrawal MACYS - ONLINE PMT  
POS Withdrawal SAFEWAY 0531 101 AUBURN WAY SO AUBURN WAUS  
POS Withdrawal MCDONALD'S 702 AUBURN WAY SOUTH AUBURN WAUS  
POS Withdrawal Wal-Mart Store 2385 WAL-SAMS AUBURN WAUS  
POS Withdrawal MCDONALD'S 1304 SUPERMALL WAY SW AUBURN WAUS  
POS Withdrawal 9100019471 2201 S COMMONS FEDERAL WAY WAUS  
POS Withdrawal BARTLELL DRUGS # AUBURN AUBURN WAUS  
External Withdrawal CAPITAL ONE - ONLINE PMT  
POS Withdrawal PARTY CITY 4423 SOUTH MERIDIAN PUYALLUP WAUS  
POS Withdrawal BURGER KING 320 AUBURN WAY S AUBURN WAUS  
External Withdrawal STATE FARM RO 77 - scdp  
Withdrawal Online Banking Transfer To 2813  
POS Withdrawal MCDONALD'S 702 AUBURN WAY SOUTH AUBURN WAUS  
POS Withdrawal GRCC-BOOKS 12401 SE 320TH ST AUBURN WAUS  
POS Withdrawal DONEL'S ES 1401 A ST SE AUBURN WAUS  
POS Withdrawal SAFEWAY 0531 101 AUBURN WAY S AUBURN WAUS  
POS Withdrawal SPRINT #W1 2003 Edmund Hakey Dr 800-699-6111 WAUS  
POS Withdrawal 9100019471 2201 S COMMONS FEDERAL WAY WAUS  
POS Withdrawal MCDONALD'S 702 AUBURN WAY SOUTH AUBURN WAUS  
POS Withdrawal WAL-MART #2385 1425 SUPERMALL WAY AUBURN WAUS  
POS Withdrawal WAL-MART #2385 1425 SUPERMALL WAY AUBURN WAUS  
Withdrawal Online Banking Transfer To 3217  
External Withdrawal OLD NAVY - ONLINE PMT  
POS Withdrawal 2211760002 COMCAST CORPORATION ONE800-COMCAST WAUS  
ATM Withdrawal BECU 226 E MAIN AUBURN WAUS  
POS Withdrawal SAFEWAY 0531 101 AUBURN WAY S AUBURN WAUS  
POS Withdrawal OFFICE DEPOT OFFICE DEPOT AUBURN WAUS  
POS Withdrawal OFFICE DEPOT OFFICE DEPOT AUBURN WAUS  
POS Withdrawal MCDONALD'S 1304 SUPERMALL WAY SW AUBURN WAUS  
POS Withdrawal ARBY'S #8 140 15TH ST NE AUBURN WAUS  
External Withdrawal CAPITAL ONE - ONLINE PMT  
POS Withdrawal NORTH AUBU 220 15TH ST NE. AUBURN WAUS

payment  
All ck  
that had  
beacated  
for as  
money  
into my  
Bus. was  
deposited  
how to  
cover  
mortg.  
This is  
part of  
Bus. on on  
used to pay  
house  
rent

Checking -

07/08	(51.04)	POS Withdrawal WINCO FOODS 9116 South 212th Street Kent WAUS
07/09	(116.50)	POS Withdrawal WAL-MART #2385 1425 SUPERMALL WAY AUBURN WAUS
07/09	(800.00)	Withdrawal Telephone Banking Transfer to 4009
07/15	(420.00)	Withdrawal Telephone Banking Transfer to 4009
08/03	(300.75)	Withdrawal Transfer to 2071
08/03	(22.95)	POS Withdrawal WAL-MART #2385 1425 SUPERMALL WAY AUBURN WAUS
08/05	(3,224.00)	External Withdrawal WAMU BANK 1620000158 GAPA1 - MORTG PMT
08/05	(20.00)	Uncollected Funds Charge External Withdrawal (Returned) WAMU BANK 1620000158
		GAPA1 - MORTG PMT
08/06	(14.08)	POS Withdrawal TROTTERS 825 HARVEY RD NE AUBURN WAUS
08/07	(17.14)	POS Withdrawal GODADDY.CO 14455 N. Hayden Rd 480-5058855 AZUS
08/07	(21.27)	POS Withdrawal BURGER KING 320 AUBURN WAY S AUBURN WAUS

Home Equity Loan - 2071

Annual Percentage Rate: 9.24%  
Minimum Payment Due:

Daily Periodic Rate: 0.022575%  
Payment Due Date: 09/02/2009

Effective: 07/04/2009

Date	Transaction Description	Advance/ (Payment)	Finance Charge	Principal	Other Charges	Balance
07/08	Regular Payment	(300.75)	224.80	(75.95)		27,584.89
07/20	Regular Payment	(790.71)	74.73	(715.98)		28,658.91
07/20	Eff. 07-20 Payment Reversal	790.71	74.73	715.98		27,584.89
08/03	Regular Payment	(300.75)	161.91	(138.84)		27,446.05

BEC:

200-434-5121  
305-233-7228

WWW.BECU.ORG

09/09	259.00	External Deposit WA ST EMPLOY SEC - UI BENEFIT
09/16	259.00	External Deposit WA ST EMPLOY SEC - UI BENEFIT
09/16	0.56	Dividend/Interest

*Daughter*

**Withdrawals**

Date	Amount	Transaction Description
09/05	(5.65)	POS Withdrawal DONEL'S ES 1401 A ST SE AUBURN WAUS
09/07	(35.45)	POS Withdrawal SAFEWAY 0531 101 AUBURN WAY S AUBURN WAUS
09/08	(4.55)	POS Withdrawal AUBURN WAY 407 AUBURN WAY AUBURN WAUS
09/08	(6.38)	POS Withdrawal BURGER KING 320 AUBURN WAY S AUBURN WAUS
09/09	(230.00)	Withdrawal Online Banking Transfer To: 12813
09/09	(45.42)	POS Withdrawal WINCO FOODS 9116 South 212th Street Kent WAUS
09/10	(9.77)	POS Withdrawal MCDONALD'S 702 AUBURN WAY SOUTH AUBURN WAUS
09/12	(42.73)	POS Withdrawal SAFEWAY 0531 101 AUBURN WAY SO AUBURN WAUS
09/12	(4.05)	POS Withdrawal SAFEWAY 0531 101 AUBURN WAY S AUBURN WAUS
09/15	(11.03)	POS Withdrawal DONEL'S ES 1401 A ST SE AUBURN WAUS
09/15	(7.68)	POS Withdrawal NORTH AUBU 220 19TH ST NE AUBURN WAUS
09/16	(142.30)	External Withdrawal STATE FARM RO 27 - SFPP

**Checking - ~~XXXXXXXXXX~~**

Year-to-date dividends: \$0.71  
0.25% dividends from 09/05/2009  
0.25% Annual Percentage Yield Earned for 12 day period  
Average Daily Balance: \$1,065.37

**Deposits**

Date	Amount	Transaction Description
09/04	554.75	ATM Deposit BECU 226 E MAIN AUBURN WAUS
09/06	65.00	ATM Deposit BECU 226 E MAIN AUBURN WAUS
09/09	230.00	Deposit Online Banking Transfer from 6729
09/16	0.09	Dividend/Interest

**Withdrawals**

Date	Amount	Transaction Description
09/09	(282.20)	External Withdrawal CITIFINANCIAL
09/09	(3,224.00)	External Withdrawal WAMU BANK

*modification  
payment  
for our  
home*

090 - LOAN PAYMT  
APA1 - MORTG PMT

**Loan Activity**

**Line of Credit - ~~XXXXXXXXXX~~**

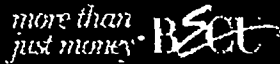
Annual Percentage Rate: 10.90%	Daily Periodic Rate: 0.029863%	Effective: 09/05/2009
Maximum Credit Limit: \$7,000.00	Available Credit: \$426.19	
Minimum Payment Due: \$131.48	Payment Due Date: 10/15/2009	

**IMPORTANT NOTICE REGARDING YOUR PAYMENT:**

Your next regularly scheduled payment is due on the 15th of the month following the end of this Statement Period.

BECU  
200-439-5700  
800-233-2328

www.becu.org



## Check Images

**Account: Business Basic Checking**  
**\$700.00**

**4009 | Check Number: 1434 | Date Posted: 12/4/2009 | Amount:**

Print

SHELLEY'S SUNTAN PARLOR  
SHELLEY A ERICKSON  
JOHN E ERICKSON  
1919 HOWARD RD. (253) 939-9741  
ALBUURN, WA 98002

PAY TO THE ORDER OF Melvin H. Hargrave \$ 700.00

Seven hundred and no/100 DOLLARS & 00/100

more than just money BECU P.O. Box 97856  
Seattle, WA 98121-0750  
800-937-3581  
www.becu.org

MEMO \_\_\_\_\_

Shelley A. Erickson  
4434 "000000 700000"

0213723682  
0410-0001-4  
12032009  
ENT=1508 IRC=1508 PK=05

FORM 1012-9 153  
\$71.67 16 99 PM 24  
ACT. M/S/OX/2005.  
3730762377

Revised Form 1012-9

Copyright © 2009 BECU. All Washington state residents are eligible to join. All Rights Reserved. Federally Insured by NCUA.  
[BECU's Privacy Statement](#) and [Terms and Conditions](#).

more than  
just money

BECU

## Check Images

Account: Business Basic Checking  
\$3,000.00

4009 | Check Number: 1432 | Date Posted: 1/8/2010 | Amount:

Print

<b>SHELLEY'S SUNTAN PARLOR</b>		15-8143/250	1432
<b>SHELLEY A ERICKSON</b>			
<b>JOHN E ERICKSON</b>			
1818 HOWARD RD. (253) 828-9741			
AUBURN, WA 98002			
DATE <u>December 30, 2009</u>			
PAY TO THE ORDER OF <u>Melissa Hughes</u>		\$ <u>3000.00</u>	
<u>Three thousand and no/100</u>		DOLLARS	
more than just money BECU		P.O. Box 90000 Seattle, WA 98101-9000 800-422-1341 www.becu.org	
MEMO _____		<u>Shelley A. Erickson</u>	
		1432 #0000300000	

04142883468	
0410-0001-4	
01072010	
ENT=0725 PRO=0000 PA=00	
01/08/2010	
1432	

Melissa A. Hughes

Copyright © 2010 BECU. All Washington state residents are eligible to join. All Rights Reserved. Federally Insured by NCUA. BECU's Privacy Statement and Terms and Conditions.

<https://www.becuonlinebanking.org/BECUBankingWeb/Accounts/CheckImageViewer.aspx...> 1/9/2010

more than  
just money; BSC

## Check Images

**Account: Business Basic Checkin**  
**\$3,225.00**

**4009 | Check Number: 1431 | Date Posted: 12/4/2009 | Amount:**

**Print**

SHELLEY'S SUNTAN PARLOR  
 SHELLEY A ERICKSON  
 JOHN E ERICKSON  
 1919 HOWARD RD. (253) 939-5741  
 ALBURN, WA 98002  
 PAY TO THE ORDER OF Melissa Huelshorn Trust  
 \$ 3250.00  
 Three thousand five hundred and no/100 & 00/100  
 more than just money. **BSCU**  
 P.O. Box 97050  
 Seattle, WA 98114-0750  
 800-527-3341  
 www.bscu.org  
 5421-Real SE  
 MEMO Trust for our house and Shelley's fund  
 1431 "0000322500"

0213723681  
0410-0001-4  
12032009  
ENT=1506 TRC=1506 PK=05

120318220 12018550 1408  
S/T 637 ID 50 PKT 04  
ACCT. CO 1509250002

0730762375

0434 8534 72417

*Mario S. Hansen*

Copyright © 2009 BECU. All Washington state residents are eligible to join. All Rights Reserved. Federally Insured by NCUA.  
[BECU's Privacy Statement](#) and [Terms and Conditions](#).



Loan Number 8826

### Anticipated Escrow Account Payments

This section reflects the escrow activity that is expected to occur in the next 12 months. The "Total Tax and Insurance Monthly Payment Amount" at the bottom of this chart is your new monthly escrow deposit, as listed on page 1 of this statement.

TAX			INSURANCE		
Item	Annual Expense	Anticipated Date(s) of Payment	Item	Annual Expense	Anticipated Date(s) of Payment
COUNTY TAX	\$ 3,725.06	October 09	FIRE/HOMEOWN	\$ 3,988.00	February 10
COUNTY TAX	\$ 3,725.06	April 10			
TOTAL TAX AND INSURANCE MONTHLY PAYMENT AMOUNT = \$ 953.17					

MONEYGRAM PAYMENT SYSTEMS, INC. DRAWER  
 P.O. BOX 8476  
 MINNEAPOLIS, MN 55480  
 WWW.MONEYGRAM.COM

DATE/AMOUNT  
 06/02/2009  
 201468717131  
 175  
 60528738582385

**RECEIPT**  
**RECIBO**

EMPLOYEE  
 618 (778) 500/5000  
 M 84651-Q

R201468717131  
 DETACH HERE

MONEYGRAM PAYMENT SYSTEMS, INC. DRAWER  
 P.O. BOX 8476  
 MINNEAPOLIS, MN 55480  
 WWW.MONEYGRAM.COM

DATE/AMOUNT  
 06/02/2009  
 201468717120  
 175  
 60528738582385

**RECEIPT**  
**RECIBO**

EMPLOYEE  
 618 (778) 500/5000  
 M 84651-Q

R201468717120  
 DETACH HERE

MONEYGRAM PAYMENT SYSTEMS, INC. DRAWER  
 P.O. BOX 8476  
 MINNEAPOLIS, MN 55480  
 WWW.MONEYGRAM.COM

DATE/AMOUNT  
 06/02/2009  
 201468717142  
 175  
 60528738582385

**RECEIPT**  
**RECIBO**

EMPLOYEE  
 618 (778) 500/5000  
 M 84651-Q

R201468717142  
 DETACH HERE

MONEYGRAM PAYMENT SYSTEMS, INC. DRAWER  
 P.O. BOX 8476  
 MINNEAPOLIS, MN 55480  
 WWW.MONEYGRAM.COM

DATE/AMOUNT  
 06/02/2009  
 201468717153  
 175  
 60528738582385

**RECEIPT**  
**RECIBO**

EMPLOYEE  
 618 (778) 500/5000  
 M 84651-Q

R201468717153  
 DETACH HERE

*First  
 June 2009 modification  
 payment*

3/29/2010

## Criminal Division Overview

Criminal Division

TO TOP

## Domestic Violence Unit

In the 1990s, the number of domestic violence felony cases in King County doubled from approximately 740 in 1994 to over 1500 in 1999. In response to this alarming trend, the King County Prosecutor's Office created the Domestic Violence Unit in early 2000. Organized into six areas at four different locations, the Domestic Violence Unit is responsible for handling all domestic violence felonies in King County, all misdemeanor and gross misdemeanor domestic violence cases from unincorporated areas, as well as providing criminal advocacy services on all domestic violence cases and protection order advocacy to several thousand victims annually.

In addition to a high volume and intense trial practice, the Domestic Violence Unit engages in many innovative practices from utilizing new technologies in investigations, King County Firearms Forfeiture Project, to working with law enforcement and local domestic violence advocacy organizations to promote a coordinated community response. The Domestic Violence Unit was a founding partner in the domestic violence courts in District Court, and the specialized domestic violence case management system in Superior Court. The mission of the Domestic Violence Unit is to break the cycle of domestic violence by increasing accountability for domestic violence offenders and improving safety for victims of domestic violence and their children.

TO TOP

## Drug Case Development

A collaborative effort between police and prosecutors evolved into the Drug Case Development Section. This section provides legal advice and assistance to four law enforcement agencies: Seattle Police Department, King County Police, South King County Task Force and Eastside Task Force.

TO TOP

## Drug Court

In 1994, the office, along with Superior Court, created an alternative to traditional prosecution for drug possession crimes. Defendants are offered an opportunity to enter a court-monitored drug treatment program. If they successfully complete the one-year program, the charges are dismissed. If they fail the program, they are returned to the court for a stipulated trial and sentencing. For more information, visit [this link](#).

TO TOP

## Economic Crimes Unit

Cases handled by the Economic Crimes Unit cover a wide range of crimes from simple thefts and narcotics cases to complex organized criminal activity, including: public corruption, abuse of office, employee thefts, insurance frauds, environmental crimes, investment frauds, mortgage frauds, aggravated consumer frauds, frauds against the elderly and vulnerable victims, frauds against government, and technology crimes. They also maintain a focus on prosecuting the top Identity Theft offenders in the county.

TO TOP

## Involuntary Treatment Act Unit

The Involuntary Treatment Act Unit (ITA) handles involuntary mental health treatment commitment cases. Persons with mental illness who present a risk to themselves or others may be detained involuntarily and placed into one of four local in-patient mental health treatment facilities (Harborview Medical Center, Fairfax Hospital, the Geropsychiatric Unit of Northwest Hospital, and Navos Inpatient Services). The set of laws which allows this is called the Involuntary Treatment Act. The initial detention is for up to 72 hours. If the treating facility believes further in-patient treatment is necessary, the facility petitions the court for more time for involuntary treatment. The patient can contest the need for

1:28 AM

08/10/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2009

	Jan - Dec 09
<b>Ordinary Income/Expense</b>	
Income	
4000 - SALES	152,819.01
4400 - Operators Rent	34,772.00
5050 - Sales Refunds	-450.00
Total Income	187,141.01
Cost of Goods Sold	
5000 - PURCHASES	3,099.77
6100 - SUPPLIES	2,192.78
5150 - EXCISE TAXES	13,440.15
Total COGS	18,732.70
Gross Profit	168,408.31
Expense	
6000 - ADVERTISING	4,310.69
6050 - BANK & BANK CARD CHARGES	3,345.10
6060 - BUSINESS TAXES & LICENSES	100.00
6080 - COMPUTER EXPENSES	20.93
6110 - FEES, DUES & PUBS.	588.00
6120 - ENTERTAINMENT EXP.	190.17
6150 - SMALL EQUIPMENT	55.00
6165 - EQUIPMENT MAINTENANCE	53.32
6180 - INSURANCE	126.00
6210 - LEGAL & ACCOUNTING	5,650.00
6230 - MORTGAGE INTEREST	20,213.84
6240 - OFFICE EXP.	1,991.59
6270 - RENT	38,000.00
6280 - REPAIRS & MAINTENANCE	10,609.66
6290 - SECURITY EXP.	391.30
6300 - TELEPHONE	6,394.45
6320 - UTILITIES	35,980.72
Total Expense	128,018.77
Net Ordinary Income	40,389.54
Other Income/Expense	
Other Income	
4900 - INTEREST INCOME	10.00
6190 - INTEREST EXP.	
6190.16 - WA Mutual Home Loan Interest	-7,229.63
6190.41 - BECU Home Loan 2071	-2,401.61
Total 6190 - INTEREST EXP.	-9,631.24
Total Other Income	-9,621.24
Net Other Income	-9,621.24
Net Income	30,768.30

2:47 PM

08/10/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2008

	Jan - Dec 08
<b>Ordinary Income/Expense</b>	
Income	
4000 - SALES	235,816.61
4200 - SALES RETURNS	-128.89
4400 - Operators Rent	15,765.00
5050 - Sales Refunds	-3,517.50
<b>Total Income</b>	<b>247,935.22</b>
Cost of Goods Sold	
5000 - PURCHASES	2,357.87
5100 - SUPPLIES	6,369.82
5150 - EXCISE TAXES	7,733.42
5300 - PAYROLL TAXES	226.94
<b>Total COGS</b>	<b>16,688.05</b>
<b>Gross Profit</b>	<b>231,247.17</b>
Expense	
6000 - ADVERTISING	7,251.03
6050 - BANK & BANK CARD CHARGES	4,441.62
6060 - BUSINESS TAXES & LICENSES	100.00
6110 - FEES, DUES & PUBS.	6,298.96
6120 - ENTERTAINMENT EXP.	58.50
6150 - SMALL EQUIPMENT	139.87
6180 - INSURANCE	-6,697.00
6210 - LEGAL & ACCOUNTING	6,561.00
6240 - OFFICE EXP.	329.95
6270 - RENT	34,700.00
6280 - REPAIRS & MAINTENANCE	5,781.84
6300 - TELEPHONE	7,156.44
6320 - UTILITIES	31,775.94
6900 - Other	515.86
<b>Total Expense</b>	<b>98,414.01</b>
<b>Net Ordinary Income</b>	<b>132,833.16</b>
<b>Other Income/Expense</b>	
Other Income	
4900 - INTEREST INCOME	4.81
6190 - INTEREST EXP.	
6190.16 - WA Mutual Home Loan Interest	-43,177.12
6190.41 - BECU Home Loan 12071	-2,429.13
<b>Total 6190 - INTEREST EXP.</b>	<b>-45,606.25</b>
<b>Total Other Income</b>	<b>-45,601.44</b>
<b>Net Other Income</b>	<b>-45,601.44</b>
<b>Net Income</b>	<b>87,231.72</b>

9:57 AM

08/10/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2007

	Jan - Dec 07
<b>Ordinary Income/Expense</b>	
Income	
4000 • SALES	271,797.54
4200 • SALES RETURNS	17.36
5050 • Sales Refunds	-1,731.00
<b>Total Income</b>	<b>270,083.90</b>
Cost of Goods Sold	
5000 • PURCHASES	1,891.53
5100 • SUPPLIES	13,985.70
5150 • EXCISE TAXES	7,659.55
<b>Total COGS</b>	<b>23,536.78</b>
<b>Gross Profit</b>	<b>246,547.12</b>
Expense	
6000 • ADVERTISING	8,720.87
6050 • BANK & BANK CARD CHARGES	
6050.5 • GE/Am. General CC Charges	897.69
6050 • BANK & BANK CARD CHARGES - Other	11,203.48
<b>Total 6050 • BANK &amp; BANK CARD CHARGES</b>	<b>12,101.17</b>
6070 • CHARITABLE CONTRIBUTIONS	125.00
6110 • FEES, DUES & PUBS.	5,869.05
6150 • SMALL EQUIPMENT	1,495.00
6160 • EQUIPMENT LEASING	1,471.47
6165 • EQUIPMENT MAINTENANCE	113.05
6180 • INSURANCE	825.00
6210 • LEGAL & ACCOUNTING	3,700.00
6240 • OFFICE EXP.	322.00
6260 • POSTAGE	22.78
6270 • RENT	51,200.00
6280 • REPAIRS & MAINTENANCE	9,928.51
6290 • SECURITY EXP.	882.34
6300 • TELEPHONE	8,539.52
6320 • UTILITIES	33,107.20
6560 • Payroll Expenses	4,677.83
6900 • Other	3,484.03
7000 • Property Taxes	805.36
<b>Total Expense</b>	<b>147,390.18</b>
<b>Net Ordinary Income</b>	<b>99,156.94</b>
<b>Other Income/Expense</b>	
Other Income	
4900 • INTEREST INCOME	10.31
6190 • INTEREST EXP.	
6190.16 • WA Mutual Home Loan Interest	-43,608.50
6190.2 • US Bank Creditline-Interest	-4,293.79
6190.41 • BECU Home Loan	-2,464.74
<b>Total 6190 • INTEREST EXP.</b>	<b>-50,367.03</b>
<b>Total Other Income</b>	<b>-50,356.72</b>
<b>Net Other Income</b>	<b>-50,356.72</b>
<b>Net Income</b>	<b>48,800.22</b>

9:56 AM

08/10/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2006

	Jan - Dec 06
<b>Ordinary Income/Expense</b>	
Income	
4000 - SALES	327,591.76
4300 - Employee Sales	255.75
5050 - Sales Refunds	-1,044.00
Total Income	326,803.51
Cost of Goods Sold	
5000 - PURCHASES	3,435.05
5100 - SUPPLIES	24,233.39
5150 - EXCISE TAXES	9,595.18
5200 - LABOR	25,255.87
5300 - PAYROLL TAXES	2,286.44
Total COGS	64,805.93
Gross Profit	261,997.58
Expense	
6000 - ADVERTISING	22,415.57
6020 - AUTO REPAIRS & MAINTENANCE	686.10
6050 - BANK & BANK CARD CHARGES	
6050.1 - Boeing VISA CC Charges	-2,551.45
6050.4 - B of A CC Charges	1,091.19
6050.5 - GE/Am. General CC Charges	1,122.29
6050.6 - Bankone CC Charges	-6,245.70
6050 - BANK & BANK CARD CHARGES - Other	10,080.59
Total 6050 - BANK & BANK CARD CHARGES	3,496.92
6110 - FEES, DUES & PUBS.	3,018.67
6160 - EQUIPMENT LEASING	1,067.54
6180 - INSURANCE	1,771.18
6210 - LEGAL & ACCOUNTING	2,500.00
6270 - RENT	2,000.00
6280 - REPAIRS & MAINTENANCE	8,299.51
6290 - SECURITY EXP.	343.52
6300 - TELEPHONE	7,692.99
6320 - UTILITIES	28,940.10
6560 - Payroll Expenses	3,356.28
66900 - Reconciliation Discrepancies	6.00
6900 - Other	9,782.02
7000 - Property Taxes	1,133.11
Total Expense	96,509.51
Net Ordinary income	165,488.07
<b>Other Income/Expense</b>	
Other Income	
4900 - INTEREST INCOME	4.71
6190 - INTEREST EXP.	
6190.10 - BECU Vehicle Interest	-247.34
6190.14 - CitiFinancial Interest	-1,804.99
6190.16 - WA Mutual Home Loan Interest	-29,591.46
6190.2 - US Bank Creditline-Interest	-3,222.08
6190.3 - Boeing Line of Credit-Interest	-530.27
6190.4 - BECU Home Loan 9/04	-4,610.95
6190.41 - BECU Home Loan 071	-675.72
6275 - Interest expense, Fairway Finan	-46,820.04
6190 - INTEREST EXP. - Other	-7,724.77
Total 6190 - INTEREST EXP.	-95,227.62
Total Other Income	-95,222.91
Net Other Income	-95,222.91
Net Income	70,265.16

9:56 AM

08/10/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2005

	Jan - Dec 05
<b>Ordinary Income/Expense</b>	
Income	
4000 - SALES	400,571.88
4300 - Employee Sales	2,717.16
4400 - Operators Rent	36,460.00
5050 - Sales Refunds	-6,218.00
<b>Total Income</b>	<b>433,531.04</b>
Cost of Goods Sold	
5000 - PURCHASES	16,386.34
5100 - SUPPLIES	18,506.07
5150 - EXCISE TAXES	16,296.66
5200 - LABOR	63,371.15
5300 - PAYROLL TAXES	12,192.28
<b>Total COGS</b>	<b>126,752.50</b>
<b>Gross Profit</b>	<b>306,778.54</b>
Expense	
6000 - ADVERTISING	28,232.17
6020 - AUTO REPAIRS & MAINTENANCE	396.01
6030 - AUTO INSURANCE	472.40
6050 - BANK & BANK CARD CHARGES	
6050.0 - Chase M/C CC Charges	1,642.89
6050.1 - Boeing VISA CC Charges	458.33
6050.4 - B of A CC Charges	4,006.54
6050.5 - GE/Am. General CC Charges	1,642.00
6050.6 - Bankone CC Charges	2,522.26
6050 - BANK & BANK CARD CHARGES - Other	22,100.19
<b>Total 6050 - BANK &amp; BANK CARD CHARGES</b>	<b>32,372.21</b>
6050 - BUSINESS TAXES & LICENSES	65.00
6100 - DEPRECIATION	28,000.00
6110 - FEES, DUES & PUBS.	702.97
6130 - MEALS	30.09
6150 - SMALL EQUIPMENT	1,385.62
6160 - EQUIPMENT LEASING	619.10
6180 - INSURANCE	4,867.44
6185 - Life Insurance	34.04
6210 - LEGAL & ACCOUNTING	4,954.42
6240 - OFFICE EXP.	548.01
6260 - POSTAGE	35.75
6280 - REPAIRS & MAINTENANCE	7,664.94
6290 - SECURITY EXP.	615.14
6300 - TELEPHONE	10,426.42
6320 - UTILITIES	36,963.12
6900 - Other	2,616.66
7000 - Property Taxes	170.64
<b>Total Expense</b>	<b>161,172.15</b>
<b>Net Ordinary Income</b>	<b>145,606.39</b>
<b>Other Income/Expense</b>	
Other Income	
4900 - INTEREST INCOME	5.07
4910 - GAIN (LOSS) ON SALE OF ASSETS	133,626.95
6190 - INTEREST EXP.	
6190.10 - BECU Vehicle Interest	-1,266.71
6190.11 - Bellevue Mtg. Interest	-17,611.08
6190.14 - CitiFinancial Interest	-1,604.25
6190.15 - Interest #0146175	-459.06
6190.2 - US Bank Creditline-Interest	-4,893.45
6190.3 - Boeing Line of Credit-Interest	-662.00
6190.4 - BECU Home Loan 9/04	-21,200.78
6275 - Interest expense, Fairway Finan	-154,450.66
6190 - INTEREST EXP. - Other	-1,757.07



9:56 AM

08/10/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2005

	Jan - Dec 05
Total 6190 - INTEREST EXP.	-203,905.06
6190.8 - Evergreen Escrow Interest	-13,330.76
7100 - Property Tax/Rental	-11,780.39
Total Other Income	-95,384.19
Net Other Income	-95,384.19
Net Income	50,222.20

9:38 AM

08/10/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2005

	Jan - Dec 05
<b>Ordinary Income/Expense</b>	
Income	
4000 - SALES	400,571.88
4300 - Employee Sales	2,717.16
4400 - Operators Rent	36,460.00
5050 - Sales Refunds	-6,218.00
<b>Total Income</b>	<b>433,531.04</b>
Cost of Goods Sold	
5000 - PURCHASES	16,386.34
5100 - SUPPLIES	18,506.07
5150 - EXCISE TAXES	16,296.66
5200 - LABOR	63,371.15
5300 - PAYROLL TAXES	12,192.28
<b>Total COGS</b>	<b>126,752.50</b>
<b>Gross Profit</b>	<b>306,778.54</b>
Expense	
6000 - ADVERTISING	28,232.17
6020 - AUTO REPAIRS & MAINTENANCE	396.01
6030 - AUTO INSURANCE	472.40
6050 - BANK & BANK CARD CHARGES	
6050.0 - Chase M/C CC Charges	1,642.89
6050.1 - Boeing VISA CC Charges	458.33
6050.4 - B of A CC Charges	4,008.54
6050.5 - GE/Am. General CC Charges	1,642.00
6050.6 - Bankone CC Charges	2,522.26
6050 - BANK & BANK CARD CHARGES - Other	22,100.19
<b>Total 6050 - BANK &amp; BANK CARD CHARGES</b>	<b>32,372.21</b>
6060 - BUSINESS TAXES & LICENSES	65.00
6100 - DEPRECIATION	28,000.00
6110 - FEES, DUES & PUBS.	702.97
6130 - MEALS	30.09
6150 - SMALL EQUIPMENT	1,385.62
6160 - EQUIPMENT LEASING	619.10
6180 - INSURANCE	4,867.44
6185 - Life Insurance	34.04
6210 - LEGAL & ACCOUNTING	4,954.42
6240 - OFFICE EXP.	548.01
6260 - POSTAGE	35.75
6280 - REPAIRS & MAINTENANCE	7,664.94
6290 - SECURITY EXP.	615.14
6300 - TELEPHONE	10,426.42
6320 - UTILITIES	36,963.12
6900 - Other	2,616.66
7000 - Property Taxes	170.64
<b>Total Expense</b>	<b>161,172.15</b>
<b>Net Ordinary Income</b>	<b>145,606.39</b>
<b>Other Income/Expense</b>	
Other Income	
4900 - INTEREST INCOME	5.07
4910 - GAIN (LOSS) ON SALE OF ASSETS	133,626.95
6190 - INTEREST EXP.	
6190.10 - BECU Vehicle Interest	-1,266.71
6190.11 - Bellevue Mtg. Interest	-17,611.08
6190.14 - Citifinancial Interest	-1,604.25
6190.15 - Interest #0146175	-459.06
6190.2 - US Bank Creditline-Interest	-4,893.45
6190.3 - Boeing Line of Credit-Interest	-662.00
6190.4 - BECU Home Loan 9/04	-21,200.78
6275 - Interest expense, Fairway Finan	-154,450.66
6190 - INTEREST EXP. - Other	-1,757.07

9:38 AM

08/10/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss****January through December 2005**

	<u>Jan - Dec 05</u>
Total 6190 - INTEREST EXP.	-203,905.06
6190.8 - Evergreen Escrow Interest	-13,330.76
7100 - Property Tax/Rental	-11,780.39
Total Other Income	<u>-95,384.19</u>
Net Other Income	<u>-95,384.19</u>
Net Income	<u><u>50,222.20</u></u>

4:05 PM

08/07/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2004

	Jan - Dec 04
6105 - Depreciation Sch. E	
6190 - INTEREST EXP.	-9,945.00
6190.1 - BofA LOC Interest/Rainier	-1,846.38
6190.10 - BECU Vehicle Interest	-944.67
6190.11 - Bellevue Mtg. Interest	-4,129.80
6190.14 - CitiFinancial Interest	-2,127.93
6190.2 - US Bank Creditline-Interest	-6,042.82
6190.3 - Boeing Line of Credit-Interest	-698.22
6190.4 - BECU Home Loan 9/04	-4,555.76
6275 - Interest expense, Fairway Finan	-114,147.95
6190 - INTEREST EXP. - Other	-1,461.10
Total 6190 - INTEREST EXP.	-135,954.63
6190.8 - Evergreen Escrow Interest	-23,400.00
Total Other Income	-161,482.04
Net Other Income	-161,482.04
Net Income	-22,244.87

4:05 PM

08/07/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2004

	Jan - Dec 04
<b>Ordinary Income/Expense</b>	
Income	
4000 - SALES	593,948.66
4100 - SALES TAX	-1.42
4300 - Employee Sales	672.88
4400 - Operators Rent	61,893.50
5050 - Sales Refunds	-72,058.17
<b>Total Income</b>	<b>584,455.45</b>
Cost of Goods Sold	
5000 - PURCHASES	23,261.03
5100 - SUPPLIES	16,881.52
5150 - EXCISE TAXES	28,141.14
5200 - LABOR	82,349.46
5300 - PAYROLL TAXES	10,440.46
<b>Total COGS</b>	<b>161,073.61</b>
<b>Gross Profit</b>	<b>423,381.84</b>
Expense	
6000 - ADVERTISING	14,055.79
6012 - Amortization	287.00
6015 - AUTO GAS	164.09
6020 - AUTO REPAIRS & MAINTENANCE	1,424.08
6030 - AUTO INSURANCE	3,834.50
6040 - BAD DEBT	4,837.75
6050 - BANK & BANK CARD CHARGES	
6050.0 - Chase M/C CC Charges	3,044.92
6050.1 - Boeing VISA CC Charges	399.12
6050.4 - B of A CC Charges	2,767.13
6050.5 - GE/Am. General CC Charges	2,036.74
6050.6 - Bankone CC Charges	2,834.77
6050.7 - BOA Platinum	765.94
6050 - BANK & BANK CARD CHARGES - Other	29,695.26
<b>Total 6050 - BANK &amp; BANK CARD CHARGES</b>	<b>41,543.88</b>
6080 - COMPUTER EXPENSES	197.75
6100 - DEPRECIATION	63,394.00
6110 - FEES, DUES & PUBS.	618.50
6150 - SMALL EQUIPMENT	596.79
6160 - EQUIPMENT LEASING	4,934.87
6180 - INSURANCE	1,241.92
6190.12 - Interst-Home Equity/2003	3,957.95
6190.6 - BECU-Dodge Finance Ch.	565.08
6190.7 - Home Loan #3/2002	19,123.16
6210 - LEGAL & ACCOUNTING	9,230.00
6215 - LOAN FEE	18,345.11
6240 - OFFICE EXP.	2,353.93
6260 - POSTAGE	501.33
6270 - RENT	406.88
6280 - REPAIRS & MAINTENANCE	13,195.02
6290 - SECURITY EXP.	1,845.46
6300 - TELEPHONE	18,132.22
6320 - UTILITIES	44,287.04
6900 - Other	4,094.61
7000 - Property Taxes	10,975.96
<b>Total Expense</b>	<b>284,144.67</b>
<b>Net Ordinary Income</b>	<b>139,237.17</b>
<b>Other Income/Expense</b>	
Other Income	
4450 - Building Rent	15,000.00
4900 - INTEREST INCOME	2.59
5080 - Membership Refunds	-60.00
6010 - AMORTIZATION	-7,125.00

4:04 PM

08/07/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2003

	Jan - Dec 03
<b>Ordinary Income/Expense</b>	
Income	
4000 · SALES	605,390.82
4100 · SALES TAX	-32.96
4300 · Employee Sales	1,515.18
4400 · Operators Rent	71,399.00
4500 · MISCELLANEOUS INCOME	0.04
5050 · Sales Refunds	-71,400.75
<b>Total Income</b>	<b>606,871.33</b>
Cost of Goods Sold	
5000 · PURCHASES	31,860.63
5100 · SUPPLIES	30,445.56
5150 · EXCISE TAXES	33,173.13
5200 · LABOR	114,058.01
5300 · PAYROLL TAXES	13,715.58
<b>Total COGS</b>	<b>223,252.91</b>
<b>Gross Profit</b>	<b>383,618.42</b>
Expense	
6000 · ADVERTISING	22,581.33
6012 · Amortization	594.00
6015 · AUTO GAS	2,334.75
6020 · AUTO REPAIRS & MAINTENANCE	893.64
6030 · AUTO INSURANCE	3,157.48
6050 · BANK & BANK CARD CHARGES	
6050.0 · Chase M/C CC Charges	2,315.43
6050.1 · Boeing VISA CC Charges	553.81
6050.4 · B of A CC Charges	2,560.94
6050.5 · GE/Am. General CC Charges	1,645.14
6050.6 · Bankone CC Charges	2,412.72
6050.7 · BOA Platinum	1,041.85
6050 · BANK & BANK CARD CHARGES - Other	16,014.98
<b>Total 6050 · BANK &amp; BANK CARD CHARGES</b>	<b>26,544.87</b>
6100 · DEPRECIATION	34,272.00
6110 · FEES, DUES & PUBS.	1,763.75
6140 · EMPLOYEE BENEFITS	2,203.85
6150 · SMALL EQUIPMENT	2,040.98
6160 · EQUIPMENT LEASING	6,296.08
6165 · EQUIPMENT MAINTENANCE	1,221.30
6180 · INSURANCE	6,958.86
6190.12 · Interst-Home Equity/2003	5,248.48
6190.7 · Home Loan #3/2002	24,301.90
6210 · LEGAL & ACCOUNTING	10,862.50
6215 · LOAN FEE	787.81
6240 · OFFICE EXP.	5,519.82
6260 · POSTAGE	612.78
6270 · RENT	74,840.67
6280 · REPAIRS & MAINTENANCE	17,392.25
6290 · SECURITY EXP.	1,312.15
6300 · TELEPHONE	16,341.73
6320 · UTILITIES	35,089.37
6900 · Other	5,978.18
7000 · Property Taxes	10,154.34
<b>Total Expense</b>	<b>319,304.87</b>
<b>Net Ordinary Income</b>	<b>64,313.55</b>
<b>Other Income/Expense</b>	
Other Income	
4450 · Building Rent	32,130.00
4900 · INTEREST INCOME	5.57
4910 · GAIN (LOSS) ON SALE OF ASSETS	-48,481.00
5050 · Membership Refunds	-190.30

4:04 PM

08/07/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2003

	<u>Jan - Dec 03</u>
6105 - Depreciation Sch. E	-10,257.00
6190 - INTEREST EXP.	
6190.1 - BofA LOC Interest/Rainier	-2,118.84
6190.10 - BECU Vehicle Interest	-1,705.05
6190.14 - CHI Financial Interest	-547.09
6190.2 - US Bank Creditline-Interest	-5,259.21
6190.3 - Boeing Line of Credit-Interest	-548.66
6275 - Interest expense, Fairway Finan	-3,000.00
6190 - INTEREST EXP. - Other	-719.30
Total 6190 - INTEREST EXP.	-14,898.15
6190.8 - Evergreen Escrow Interest	-23,748.25
Total Other Income	-65,439.13
Net Other Income	-65,439.13
Net Income	<u>-1,125.58</u>

4:04 PM

08/07/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2002

	Jan - Dec 02
<b>Ordinary Income/Expense</b>	
Income	
4000 - SALES	622,608.50
4100 - SALES TAX	-47.71
4200 - SALES RETURNS	-129.39
4300 - Employee Sales	677.11
4400 - Operators Rent	72,516.00
5050 - Sales Refunds	-38,106.82
<b>Total Income</b>	<b>657,517.69</b>
Cost of Goods Sold	
5000 - PURCHASES	36,729.73
5100 - SUPPLIES	20,935.90
5150 - EXCISE TAXES	29,202.97
5200 - LABOR	96,350.30
5300 - PAYROLL TAXES	10,452.27
<b>Total COGS</b>	<b>193,671.17</b>
<b>Gross Profit</b>	<b>463,846.52</b>
Expense	
6000 - ADVERTISING	26,962.47
6012 - Amortization	240.00
6015 - AUTO GAS	3,245.36
6020 - AUTO REPAIRS & MAINTENANCE	4,119.26
6030 - AUTO INSURANCE	1,852.02
6040 - BAD DEBT	874.07
6050 - BANK & BANK CARD CHARGES	
6050.0 - Chase M/C CC Charges	875.25
6050.1 - Boeing VISA CC Charges	991.79
6050.4 - B of A CC Charges	1,793.11
6050.5 - GE/Am. General CC Charges	1,324.50
6050.6 - Bankone CC Charges	2,597.84
6050.7 - BOA Platinum	1,390.62
6050 - BANK & BANK CARD CHARGES - Other	10,439.20
<b>Total 6050 - BANK &amp; BANK CARD CHARGES</b>	<b>19,412.31</b>
6100 - DEPRECIATION	20,967.00
6110 - FEES, DUES & PUBS.	1,527.27
6130 - MEALS	192.22
6140 - EMPLOYEE BENEFITS	143.15
6150 - SMALL EQUIPMENT	5,666.70
6160 - EQUIPMENT LEASING	21,424.27
6165 - EQUIPMENT MAINTENANCE	9,813.18
6180 - INSURANCE	6,036.06
6185 - Life Insurance	0.00
6190.7 - Home Loan #3/2002	20,335.97
6210 - LEGAL & ACCOUNTING	19,087.27
6240 - OFFICE EXP.	6,632.77
6260 - POSTAGE	342.12
6270 - RENT	103,743.37
6280 - REPAIRS & MAINTENANCE	15,166.45
6290 - SECURITY EXP.	830.77
6300 - TELEPHONE	14,343.99
6310 - TRAVEL	505.25
6320 - UTILITIES	32,924.81
6900 - Other	12,213.54
7000 - Property Taxes	8,081.42
<b>Total Expense</b>	<b>356,683.07</b>
<b>Net Ordinary Income</b>	<b>107,163.45</b>
<b>Other Income/Expense</b>	
Other Income	
4450 - Building Rent	24,000.00
4900 - INTEREST INCOME	28.84



4:04 PM

08/07/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2002

	Jan - Dec 02
4910 • GAIN (LOSS) ON SALE OF ASSETS	9,762.92
5060 • Membership Refunds	-7,568.49
6010 • AMORTIZATION	-307.00
6105 • Depreciation Sch. E	-11,900.00
6190 • INTEREST EXP.	
6190.1 • BofA LOC Interest/Rainier	-1,964.93
6190.10 • BECU Vehicle Interest	-627.65
6190.11 • Bellevue Mtg. Interest	-7,171.93
6190.2 • US Bank Creditline-Interest	-4,748.69
6190.3 • Boeing Line of Credit-Interest	-981.37
6190 • INTEREST EXP. - Other	-944.13
Total 6190 • INTEREST EXP.	-16,438.70
6190.8 • Evergreen Escrow Interest	-24,566.27
7100 • Property Tax/Rental	-7,500.00
Total Other Income	-34,488.70
Other Expense	
7200 • Depreciation/Rental	0.00
Total Other Expense	0.00
Net Other Income	-34,488.70
Net Income	<u><u>72,674.75</u></u>

4:03 PM

08/07/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2001

	Jan - Dec 01
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
4000 - SALES	796,893.41
4100 - SALES TAX	-75.49
4200 - SALES RETURNS	-80.51
4300 - Employee Sales	64.18
4400 - Operators Rent	62,630.50
4500 - MISCELLANEOUS INCOME	3,520.00
5050 - Sales Refunds	-16,027.16
<b>Total Income</b>	<b>846,924.93</b>
<b>Cost of Goods Sold</b>	
5000 - PURCHASES	32,786.74
5100 - SUPPLIES	15,566.22
5150 - EXCISE TAXES	32,469.83
5200 - LABOR	136,732.31
5300 - PAYROLL TAXES	22,044.53
<b>Total COGS</b>	<b>239,599.63</b>
<b>Gross Profit</b>	<b>607,325.30</b>
<b>Expense</b>	
6000 - ADVERTISING	32,068.63
6015 - AUTO GAS	1,470.25
6020 - AUTO REPAIRS & MAINTENANCE	1,809.58
6030 - AUTO INSURANCE	2,272.65
6050 - BANK & BANK CARD CHARGES	
6050.0 - Chase M/C CC Charges	1,055.16
6050.1 - Boeig VISA CC Charges	1,146.10
6050.2 - Key Bank CC Charges	61.01
6050.4 - B of A CC Charges	2,163.14
6050.5 - GE/Am. General CC Charges	1,555.45
6050.6 - Bankone CC Charges	2,347.20
6050.7 - BOA Platinum	1,628.06
6050 - BANK & BANK CARD CHARGES - Other	13,057.03
<b>Total 6050 - BANK &amp; BANK CARD CHARGES</b>	<b>23,013.15</b>
6070 - CHARITABLE CONTRIBUTIONS	325.00
6100 - DEPRECIATION	40,324.00
6110 - FEES, DUES & PUBS.	2,420.91
6120 - ENTERTAINMENT EXP.	11.33
6130 - MEALS	60.04
6140 - EMPLOYEE BENEFITS	650.85
6150 - SMALL EQUIPMENT	2,225.77
6160 - EQUIPMENT LEASING	43,307.30
6165 - EQUIPMENT MAINTENANCE	36,613.24
6180 - INSURANCE	615.17
6185 - Life Insurance	1,027.20
6190.7 - Home Loan #3/2002	21,853.22
6210 - LEGAL & ACCOUNTING	18,264.29
6240 - OFFICE EXP.	6,638.06
6260 - POSTAGE	368.28
6270 - RENT	145,580.61
6280 - REPAIRS & MAINTENANCE	3,609.22
6290 - SECURITY EXP.	758.11
6300 - TELEPHONE	16,087.63
6310 - TRAVEL	659.61
6320 - UTILITIES	41,148.13
6570 - Bad Debt Expense	2,175.56
6900 - Other	7,136.47
6999 - Uncategorized Expenses	0.00
7000 - Property Taxes	1,556.81
<b>Total Expense</b>	<b>454,051.07</b>
<b>Net Ordinary Income</b>	<b>153,274.23</b>

4:03 PM  
08/07/10  
Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2001

	Jan - Dec 01
<b>Other Income/Expense</b>	
<b>Other Income</b>	
4900 - INTEREST INCOME	28.58
4910 - GAIN (LOSS) ON SALE OF ASSETS	-38,686.00
6060 - Membership Refunds	-17,057.24
6010 - AMORTIZATION	-307.00
<b>6190 - INTEREST EXP.</b>	
6190.1 - BofA LOC Interest/Rainier	-2,763.96
6190.2 - US Bank Creditline-Interest	-4,823.12
6190.3 - Boeing Line of Credit-Interest	-1,185.74
6190.9 - HFC MTG Interest	-4,587.38
6190 - INTEREST EXP. - Other	-1,685.82
<b>Total 6190 - INTEREST EXP.</b>	<b>-15,046.02</b>
6190.8 - Evergreen Escrow Interest	-25,683.88
<b>Total Other Income</b>	<b>-96,751.56</b>
<b>Other Expense</b>	
4920 - Other expense	0.00
<b>Total Other Expense</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>-96,751.56</b>
<b>Net Income</b>	<b>56,522.67</b>

4:02 PM

08/07/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2000

	Jan - Dec 00
<b>Ordinary Income/Expense</b>	
Income	
4000 - SALES	879,008.16
4100 - SALES TAX	-821.70
4400 - Operators Rent	58,335.50
5050 - Sales Refunds	-19,675.81
<b>Total Income</b>	<b>916,846.15</b>
Cost of Goods Sold	
5000 - PURCHASES	56,403.63
5100 - SUPPLIES	88,480.38
5150 - EXCISE TAXES	36,093.56
5200 - LABOR	165,075.77
5300 - PAYROLL TAXES	19,823.13
<b>Total COGS</b>	<b>365,876.47</b>
<b>Gross Profit</b>	<b>550,969.68</b>
Expense	
6000 - ADVERTISING	26,968.98
6012 - Amortization	281.00
6015 - AUTO GAS	1,298.62
6020 - AUTO REPAIRS & MAINTENANCE	57.45
6030 - AUTO INSURANCE	325.29
6050 - BANK & BANK CARD CHARGES	
6050.0 - Chase M/C CC Charges	1,471.18
6050.1 - Boeing VISA CC Charges	538.60
6050.2 - Key Bank CC Charges	859.93
6050.3 - Nations Bank CC Charges	296.08
6050.4 - B of A CC Charges	2,106.71
6050.5 - GE/Am. General CC Charges	164.52
6050.6 - Bankone CC Charges	2,829.81
6050.7 - BOA Platinum	650.57
6050 - BANK & BANK CARD CHARGES - Other	9,426.48
<b>Total 6050 - BANK &amp; BANK CARD CHARGES</b>	<b>18,343.88</b>
6060 - BUSINESS TAXES & LICENSES	77.47
6070 - CHARITABLE CONTRIBUTIONS	100.00
6080 - COMPUTER EXPENSES	794.82
6100 - DEPRECIATION	56,510.00
6110 - FEES, DUES & PUBS.	1,224.13
6120 - ENTERTAINMENT EXP.	506.10
6130 - MEALS	33.93
6140 - EMPLOYEE BENEFITS	1,158.16
6150 - SMALL EQUIPMENT	4,907.01
6160 - EQUIPMENT LEASING	56,378.34
6165 - EQUIPMENT MAINTENANCE	7,636.31
6180 - INSURANCE	5,304.72
6185 - Life Insurance	1,027.20
6190.5 - BECU Home Equity Loan 2-Interes	320.29
6190.6 - BECU-Dodge Finance Ch.	181.78
6190.7 - Home Loan #3/2002	22,106.90
6210 - LEGAL & ACCOUNTING	11,141.54
6215 - LOAN FEE	1,753.50
6220 - MEDICAL INS.	289.00
6240 - OFFICE EXP.	8,045.28
6260 - POSTAGE	624.76
6270 - RENT	175,366.68
6280 - REPAIRS & MAINTENANCE	14,081.14
6290 - SECURITY EXP.	2,039.63
6300 - TELEPHONE	14,227.45
6310 - TRAVEL	95.29
6320 - UTILITIES	64,193.47
6400 - COMMISSIONS	1,687.50
6900 - Other	4,201.15
6999 - Uncategorized Expenses	0.00

4:02 PM

08/07/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 2000

	Jan - Dec 00
7000 - Property Taxes	698.03
Total Expense	503,986.80
Net Ordinary Income	46,982.88
Other Income/Expense	
Other Income	
4900 - INTEREST INCOME	85.32
6010 - AMORTIZATION	-1,000.00
6105 - Depreciation Sch. E	-1,391.00
6190 - INTEREST EXP.	
6190.1 - BofA LOC Interest/Rainier	-2,285.98
6190.2 - US Bank Creditline-Interest	-5,238.10
6190.3 - Boeing Line of Credit-Interest	-988.87
6190.4 - BECU Home Loan 9/04	-676.97
6190 - INTEREST EXP. - Other	-1,693.10
Total 6190 - INTEREST EXP.	-10,883.02
6190.8 - Evergreen Escrow Interest	-15,342.53
Total Other Income	-28,531.23
Net Other Income	-28,531.23
Net Income	18,451.65

4:00 PM

08/07/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 1999

	Jan - Dec 99
<b>Ordinary Income/Expense</b>	
Income	
4000 - SALES	809,037.72
4100 - SALES TAX	-577.93
4200 - SALES RETURNS	-393.25
4300 - Employee Sales	92.31
4400 - Operators Rent	39,076.64
<b>Total Income</b>	<b>847,235.49</b>
Cost of Goods Sold	
5000 - PURCHASES	43,470.48
5100 - SUPPLIES	59,035.87
5150 - EXCISE TAXES	40,200.88
5200 - LABOR	118,735.38
5300 - PAYROLL TAXES	10,093.97
<b>Total COGS</b>	<b>271,536.58</b>
<b>Gross Profit</b>	<b>575,698.91</b>
Expense	
6000 - ADVERTISING	21,448.27
6015 - AUTO GAS	3,000.00
6030 - AUTO INSURANCE	1,095.65
6040 - BAD DEBT	91.60
6050 - BANK & BANK CARD CHARGES	
6050.0 - Chase M/C CC Charges	1,374.41
6050.1 - Boeing VISA CC Charges	1,207.13
6050.2 - Key Bank CC Charges	1,122.55
6050.3 - Nations Bank CC Charges	1,707.89
6050.4 - B of A CC Charges	2,084.84
6050.5 - GE/Am. General CC Charges	1,150.99
6050.6 - Bankone CC Charges	2,942.34
6050 - BANK & BANK CARD CHARGES - Other	7,378.84
<b>Total 6050 - BANK &amp; BANK CARD CHARGES</b>	<b>18,968.99</b>
6060 - BUSINESS TAXES & LICENSES	1,320.15
6070 - CHARITABLE CONTRIBUTIONS	50.00
6090 - CONTINUING ED	3,006.00
6100 - DEPRECIATION	50,799.00
6110 - FEES, DUES & PUBS.	714.84
6120 - ENTERTAINMENT EXP.	342.00
6130 - MEALS	13.49
6140 - EMPLOYEE BENEFITS	1,952.14
6160 - SMALL EQUIPMENT	6,289.03
6160 - EQUIPMENT LEASING	50,784.33
6165 - EQUIPMENT MAINTENANCE	25,266.41
6180 - INSURANCE	4,018.99
6185 - Life Insurance	0.00
6190.5 - BECU Home Equity Loan 2-Interes	3,076.33
6190.6 - BECU-Dodge Finance Ch.	1,412.00
6210 - LEGAL & ACCOUNTING	12,150.79
6215 - LOAN FEE	75.00
6220 - MEDICAL INS.	130.68
6230 - MORTGAGE INTEREST	12,048.55
6240 - OFFICE EXP.	15,516.45
6260 - POSTAGE	424.50
6270 - RENT	178,710.32
6280 - REPAIRS & MAINTENANCE	8,673.24
6290 - SECURITY EXP.	1,780.33
6300 - TELEPHONE	18,663.60
6310 - TRAVEL	923.37
6320 - UTILITIES	47,287.87
6400 - COMMISSIONS	3,355.25
6900 - Other	3,304.49
6999 - Uncategorized Expenses	0.00

4:00 PM

08/07/10

Cash Basis

**SHELLEY'S SUNTAN PARLOR****Profit & Loss**

January through December 1999

	Jan - Dec 99
Total Expense	496,673.66
Net Ordinary Income	79,025.25
Other Income/Expense	
Other Income	
4900 - INTEREST INCOME	21.50
4910 - GAIN (LOSS) ON SALE OF ASSETS	-5,374.00
6010 - AMORTIZATION	-2,263.00
6190 - INTEREST EXP.	
6190.1 - BofA LOC Interest/Rainier	-2,247.99
6190.2 - US Bank Creditline-Interest	-3,990.12
6190.3 - Boeing Line of Credit-Interest	-1,019.50
6190.4 - BECU Home Loan 9/04	-8,972.22
6190 - INTEREST EXP. - Other	10,964.01
Total 6190 - INTEREST EXP.	-5,265.82
Total Other Income	-12,881.32
Net Other Income	-12,881.32
Net Income	66,143.93

The only reason we have any profit at all is my retired husband who has a three thousand dollar a month retirement income has been working at my salon to help me. We are slaves of our salon and have not been able to hire employees for over two years. Also my uncle excepted transferring my property to him at zero money to me to become my landlord and save my business and home. I now rent my own property I have lost due to organized crime and I am over \$200,000.00 behind in lease payments to my uncle and cousin. My husband and I work from eight am to 9pm seven days a week from about 2006 to now. I was used to paying out over \$9,000.00 a month in lease payments before this crime happened and made a great profit and invested thousands into other property that I have now lost due to organized crime.



**Invoice Number:** 2122  
**Invoice Date:** 6/30/10  
**Due Date:** 7/15/10

**Tenant:**

Shelley's Suntan Parlor  
1919 Howard Road  
Auburn, WA 98002

Make Checks Payable To:

**TOTAL AMOUNT DUE: 8,952.84**

**Invoice No.:** 2122

**Due Date:** Jul 15, 2010

**Customer ID#:** SHEL

**Shelley's Tanning Salon**

**2010/11 Monthly Property Insurance & Property Taxes Due**

**Property Insurance**

1,400.00	\$116.67
\$125.00 / Month	
\$556,500 Bldg / \$1,000,000 Liability	
( Building & Liability Only )	
* Contents & Business Liability	
<u>Not Included</u> , Tenent responsible	
for their own separate policy.	

**Property Taxes**

Acct# 192105-9247-03	\$244.76
\$2,937.12 / Year	
\$244.76 / Month	
Acct# 192105-9206-02	\$591.41
\$7,096.96 / Year	
\$591.41 / Month	

**TOTAL DUE MONTHLY    \$952.84**

**\*Due on 15th day of month with rental**

A & B Properties  
Aged Receivables  
As of Jul 17, 2010

Filter Criteria includes: 1) IDs from SHEL to SHEL Report order is by ID. Report is printed in Detail Format

Customer ID Customer Contact Telephone 1	Invoice No	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due	Date	Age
SHEL	1567				645.68	645.68	5/31/08	762
Shelley's Suntan Parlor	1590				8,863.53	8,863.53	6/30/08	732
Shelley John	1613				8,863.53	8,863.53	7/31/08	701
253-939-9741	1636				8,863.53	8,863.53	8/31/08	670
	1659				8,863.53	8,863.53	9/30/08	640
	1682				8,863.53	8,863.53	10/31/08	609
	1705				8,863.53	8,863.53	11/30/08	579
	1728				8,863.53	8,863.53	12/31/08	548
	1751				7,363.53	7,363.53	1/31/09	517
	1774				7,363.53	7,363.53	2/28/09	489
	1797				7,363.53	7,363.53	3/31/09	458
	1820				7,363.53	7,363.53	4/30/09	428
	1823				7,363.53	7,363.53	5/31/09	397
	1846				7,344.56	7,344.56	6/30/09	367
	1869				7,344.56	7,344.56	7/31/09	336
	1892				7,344.56	7,344.56	8/31/09	305
	1915				7,344.56	7,344.56	9/30/09	275
	1938				7,344.56	7,344.56	10/31/09	244
	1961				8,844.56	8,844.56	11/30/09	214
	1984				8,844.56	8,844.56	12/31/09	183
	2007				8,844.56	8,844.56	1/31/10	152
	2030				8,844.56	8,844.56	2/28/10	124
	2053				8,844.56	8,844.56	3/31/10	93
	2076			8,844.56		8,844.56	4/30/10	63
	2099		8,844.56			8,844.56	5/31/10	32
	2122	8,952.84				8,952.84	6/30/10	2
SHEL Shelley's Suntan Parlor		8,952.84	8,844.56	8,844.56	180,453.64	207,095.60		
Report Total		8,952.84	8,844.56	8,844.56	180,453.64	207,095.60		

\* Shelley,

Your past due balance is \$207,095.60

We have only received \$1,500<sup>00</sup> in rent so far this month. Our mortgage payment is alot more than that and we need you to make some rent payments.

I was hoping your tenants rent would help you get us some more funds.

Louie.

# EXHIBIT A-2

FILED  
10 AUG 11 PM 3:01  
KING COUNTY  
SUPERIOR COURT CLERK  
KENT, WA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

JOHN ERICKSON ET AL

Plaintiff(s)

vs

LONG BEACH MORTGAGE ET AL

Defendant(s)

NO. 10-2-29165-2 KNT

Order Setting Civil Case Schedule (\*ORSCS)

ASSIGNED JUDGE Cayce 50

FILE DATE: 08/11/2010

TRIAL DATE: 01/30/2012

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

## I. NOTICES

**NOTICE TO PLAINTIFF:** The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the **Schedule** on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

*"I understand that I am required to give a copy of these documents to all parties in this case."*

Shelley A. Erickson      Shelley A. Erickson  
Print Name                      Sign Name

## I. NOTICES (continued)

### NOTICE TO ALL PARTIES:

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLR] – especially those referred to in this **Schedule**. In order to comply with the **Schedule**, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLR 26], and for meeting the discovery cutoff date [See KCLR 37(g)].

### CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:

A filing fee of \$230 must be paid when any answer that includes additional claims is filed in an existing case.

#### KCLR 4.2(a)(2)

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

### PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this **Schedule** are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

If you miss your scheduled Trial Date, the Superior Court Clerk is authorized by KCLR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

### NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:

*All parties to this action must keep the court informed of their addresses.* When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

### ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:

A Statement of Arbitrability must be filed by the deadline on the schedule **if the case is subject to mandatory arbitration** and service of the original complaint and all answers to claims, counterclaims and cross-claims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. **Any party filing a Statement must pay a \$220 arbitration fee.** If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$250 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

### NOTICE OF NON-COMPLIANCE FEES:

All parties will be assessed a fee authorized by King County Code 4.71.050 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

King County Local Rules are available for viewing at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk).

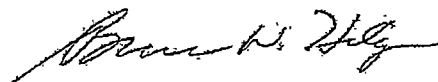
## II. CASE SCHEDULE

CASE EVENT	DEADLINE or EVENT DATE	Filing Needed
Case Filed and Schedule Issued.	Wed 08/11/2010	*
Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See KCLMAR 2.1(a) and Notices on Page 2]. <b>\$220 arbitration fee must be paid</b>	Wed 01/19/2011	*
<b>DEADLINE</b> to file Confirmation of Joinder if not subject to Arbitration. [See KCLCR 4.2(a) and Notices on Page 2].	Wed 01/19/2011	*
<b>DEADLINE</b> for Hearing Motions to Change Case Assignment Area. [See KCLCR 82(e)]	Wed 02/02/2011	
<b>DEADLINE</b> for Disclosure of Possible Primary Witnesses [See KCLCR 26(b)].	Mon 08/29/2011	
<b>DEADLINE</b> for Disclosure of Possible Additional Witnesses [See KCLCR 26(b)].	Mon 10/10/2011	
<b>DEADLINE</b> for Jury Demand [See KCLCR 38(b)(2)].	Mon 10/24/2011	*
<b>DEADLINE</b> for Setting Motion for a Change in Trial Date [See KCLCR 40(d)(2)].	Mon 10/24/2011	*
<b>DEADLINE</b> for Discovery Cutoff [See KCLCR 37(g)].	Mon 12/12/2011	
<b>DEADLINE</b> for Engaging in Alternative Dispute Resolution [See KCLCR 16(b)].	Tue 01/03/2012	
<b>DEADLINE</b> for Exchange Witness & Exhibit Lists & Documentary Exhibits [See KCLCR 4(j)].	Mon 01/09/2012	
<b>DEADLINE</b> to file Joint Confirmation of Trial Readiness [See KCLCR 16].	Mon 01/09/2012	*
<b>DEADLINE</b> for Hearing Dispositive Pretrial Motions [See KCLCR 56; CR 56].	Tue 01/17/2012	
Joint Statement of Evidence [See KCLCR (4)(k)].	Mon 01/23/2012	*
<b>DEADLINE</b> for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file Proposed Findings of Fact and Conclusions of Law with the Clerk)	Mon 01/23/2012	*
Trial Date [See KCLCR 40].	Mon 01/30/2012	

## III. ORDER

Pursuant to King County Local Civil Rule 4 [KCLCR 4], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Civil Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action must serve this Order Setting Civil Case Schedule and attachment on all other parties.

DATED: 08/11/2010



PRESIDING JUDGE

#### **IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE**

##### **READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE**

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

**COMPLEX LITIGATION:** If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

**APPLICABLE RULES:** Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

##### **CASE SCHEDULE AND REQUIREMENTS**

Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

**THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.**

##### **A. Joint Confirmation regarding Trial Readiness Report:**

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g. interpreters, equipment, etc.).

The form is available at <http://www.kingcounty.gov/courts/superiorcourt.aspx>. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding said report.

##### **B. Settlement/Mediation/ADR**

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. **FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.**

**C. Trial:** Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the King County Superior Court website <http://www.kingcounty.gov/courts/superiorcourt.aspx> to confirm trial judge assignment. Information can also be obtained by calling (206) 205-5984.

#### **MOTIONS PROCEDURES**

##### **A. Noting of Motions**

**Dispositive Motions:** All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.



**Nondispositive Motions:** These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the Note for Motion should state "Without Oral Argument." Local Civil Rule 7 governs these motions, which include discovery motions. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

**Motions in Family Law Cases not involving children:** Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions calendar. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

**Emergency Motions:** Under the court's local civil rules, emergency motions will be allowed only upon entry of an Order Shortening Time. However, emergency discovery disputes may be addressed by telephone call and without written motion, if the judge approves.

## **B. Original Documents/Working Copies/ Filing of Documents**

**All original documents must be filed with the Clerk's Office.** Please see information on the Clerk's Office website at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk) regarding the new requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website.

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. On June 1, 2009 you will be able to submit working copies through the Clerk's office E-Filing application at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk).

**Service of documents.** E-filed documents may be electronically served on parties who opt in to E-Service within the E-Filing application. The filer must still serve any others who are entitled to service but who have not opted in. E-Service generates a record of service document that can be e-filed. Please see information on the Clerk's office website at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk) regarding E-Service.

**Original Proposed Order:** Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. Do not file the original of the proposed order with the Clerk of the Court. Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order.

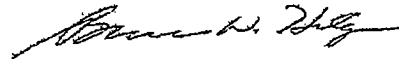
**Presentation of Orders:** All orders, agreed or otherwise, must be presented to the assigned judge. If that judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

**Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the assigned judge or in the Ex Parte Department. Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. If final order and/or formal proof are entered in the Ex Parte Department, counsel is responsible for providing the assigned judge with a copy.**

**C. Form**

Memoranda/briefs for matters heard by the assigned judge may not exceed twenty four (24) pages for dispositive motions and twelve (12) pages for nondispositive motions, unless the assigned judge permits over-length memoranda/briefs in advance of filing. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

**IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PEITITONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.**



---

**PRESIDING JUDGE**

**EXHIBIT A-3**

FILED  
10 AUG 11 PM 3:01  
KING COUNTY  
SUPERIOR COURT CLERK  
KENT, WA

KING COUNTY SUPERIOR COURT  
BARBARA MINER  
DIRECTOR & SUPERIOR CT CLERK  
SEATTLE WA

10-2-29165-2

Rept. Date	Acct. Date	Time
08/11/2010	08/12/2010	03:04 PM

Receipt/Item #	Tran-Code	Docket-Code
2010-08-04098/01	1100	\$FFR

Cashier: RPC

KING COUNTY SUPERIOR COURT  
CASE ASSIGNMENT DESIGNATION  
and  
CASE INFORMATION COVER SHEET  
(cics)

Paid By: ERICKSON, SHELLEY  
Transaction Amount: \$230.00

In accordance with LCR82(e), a faulty document fee of \$15 will be assessed to new case filings missing this sheet pursuant to King County Code 4.71.100.

CASE NUMBER: **10-2-29165-2 KNT**

CASE CAPTION: *Erickson vs Long Beach/chase*

I certify that this case meets the case assignment criteria, described in King County LCR 82(e), for the:

Seattle Area, defined as:

All of King County north of Interstate 90 and including all of the Interstate 90 right-of-way; all the cities of Seattle, Mercer Island, Bellevue, Issaquah and North Bend; and all of Vashon and Maury Islands.

Kent Area, defined as:

All of King County south of Interstate 90 except those areas included in the Seattle Case Assignment Area.

*Shelley A. Erickson*  
Signature of Petitioner/Plaintiff

or

\_\_\_\_\_  
Signature of Attorney for  
Petitioner/Plaintiff

\_\_\_\_\_  
WSBA Number

**AUG 11 2010**  
Date

\_\_\_\_\_  
Date

**KING COUNTY SUPERIOR COURT  
CASE ASSIGNMENT DESIGNATION**

and  
**CASE INFORMATION COVER SHEET**

Please check one category that best describes this case for indexing purposes. Accurate case indexing not only saves time but helps in forecasting judicial resources. A faulty document fee of \$15 will be assessed to new case filings missing this sheet pursuant to Administrative Rule 2 and King County Code 4.71.100.

**ADOPTION/PATERNITY**

- ☐ Adoption (ADP 5)
- ☐ Challenge to Acknowledgment of Paternity (PAT 5)\*
- ☐ Challenge to Denial of Paternity (PAT 5)\*
- ☐ Confidential Intermediary (MSC 5)
- ☐ Establish Parenting Plan-Existing King County Paternity (MSC 5)\*
- ☐ Initial Pre-Placement Report (PPR 5)
- ☐ Modification (MOD 5)\*
- ☐ Modification-Support Only (MDS 5)\*
- ☐ Paternity, Establish/Disestablish (PAT 5)\*
- ☐ Paternity/UIFSA (PUR 5)\*
- ☐ Relinquishment (REL 5)
- ☐ Relocation Objection/Modification (MOD 5)\*
- ☐ Rescission of Acknowledgment of Paternity (PAT 5)\*
- ☐ Rescission of Denial of Paternity (PAT 5)\*
- ☐ Termination of Parent-Child Relationship (TER 5)

**DOMESTIC RELATIONS**

- ☐ Annulment/Invalidity (INV3)\*
- ☐ with dependent children? Y / N; wife pregnant? Y / N
- ☐ Nonparental Custody (CUS 3)\*
- ☐ Dissolution With Children (DIC 3)\*
- ☐ Dissolution With No Children (DIN 3)\*
- ☐ wife pregnant? Y / N
- ☐ Enforcement/Show Cause- Out of County (MSC 3)
- ☐ Establish Residential Sched/Parenting Plan(PPS 3)\* ££
- ☐ Establish Supprt Only (PPS 3)\* ££
- ☐ Legal Separation (SEP 3)\*
- ☐ with dependent children? Y / N; wife pregnant? Y / N
- ☐ Mandatory Wage Assignment (MWA 3)
- ☐ Modification (MOD 3)\*
- ☐ Modification-Support Only (MDS 3)\*
- ☐ Out-of-state Custody Order Registration (OSC 3)
- ☐ Out-of-State Support Court Order Registration (FJU 3)
- ☐ Relocation Objection/Modification (MOD 3)\*

**APPEAL/REVIEW**

- ☐ Administrative Law Review (ALR 2)\*
- ☐ DOL Implied Consent--Test Refusal--only RCW 46.20.308 (DOL 2)\*

**CONTRACT/COMMERCIAL**

- ☐ Breach of Contract (COM 2)\*
- ☐ Commercial Contract (COM 2)\*
- ☐ Commercial Non-Contract (COL 2)\*
- ☐ Meretricious Relationship With No Children and Not Pregnant (MER 2)\*
- ☐ Third Party Collection (COL 2)\*

**DOMESTIC PARTNERSHIPS-REGISTERED**

- ☐ Dissolution of Domestic Partnership With Children (DPC 3)\*
- ☐ Dissolution of Domestic Partnership- No Children- (DPN3)\* pregnant? Y / N
- ☐ Invalidity of Domestic Partnership (INP 3)\*
- ☐ with dependent children? Y / N; pregnant? Y / N
- ☐ Legal Separation of Domestic Partnership (SPD 3)\*
- ☐ with dependent children? Y / N; pregnant? Y / N

**DOMESTIC VIOLENCE/ANTIHARASSMENT**

- ☐ Certificate and Order of Discharge and for Issuance of a Separate No-Contact Order pursuant to RCW 9.94A.637.
- ☐ Civil Harassment (HAR 2)
- ☐ Confidential Name Change (CHN 5)
- ☐ Domestic Violence (DVP 2)
- ☐ Domestic Violence with Children (DVC 2)
- ☐ Foreign Protection Order (FPO 2)
- ☐ Sexual Assault Protection Order (SXP 2)
- ☐ Vulnerable Adult Protection (VAP 2)

**KING COUNTY SUPERIOR COURT  
CASE ASSIGNMENT DESIGNATION  
and  
CASE INFORMATION COVER SHEET**

Please check one category that best describes this case for indexing purposes.

**JUDGMENT**

- ☐ Confession of Judgment (MSC 2)\*  
☐ Judgment, Another County, Abstract (ABI 2)  
☐ Judgment, Another State or Country (FJU 2)  
☐ Tax Warrant (TAX 2)  
☐ Transcript of Judgment (TRJ 2)

- ☐ Limited Guardianship (LGD 4)  
☐ Minor Settlement (MST 4)  
☐ Notice to Creditors – Only (NNC 4)  
☐ Trust (TRS 4)  
☐ Trust Estate Dispute Resolution Act/POA (TDR 4)  
☐ Will Only—Deceased (WLL4)

**PROPERTY RIGHTS**

- ☐ Condemnation/Eminent Domain (CON 2)\*  
☐ Foreclosure (FOR 2)\*  
☐ Land Use Petition (LUP 2)\*  
☐ Property Fairness (PFA 2)\*  
☒ Quiet Title (QTI 2)\*  
☐ Unlawful Detainer (UND 2)

**TORT, ASBESTOS**

- ☐ Personal Injury-Schroeter Goldmark (PIN 2)\*  
☐ Personal Injury- Other (PIN 2)  
☐ Wrongful Death- -Schroeter Goldmark (WDE 2)\*  
☐ Wrongful Death- Other (WDE 2)

**OTHER COMPLAINT/PETITION**

- ☐ Action to Compel/Confirm Private Binding Arbitration (MSC 2)  
☐ Certificate of Rehabilitation (MSC 2)  
☐ Change of Name (CHN 2)  
☐ Deposit of Surplus Funds (MSC 2)  
☐ Emancipation of Minor (EOM 2)  
☐ Frivolous Claim of Lien (MSC 2)  
☐ Injunction (INJ 2)\*  
☐ Interpleader (MSC 2)  
☐ Malicious Harassment (MHA 2)\*  
☐ Other Complaint/Petition (MSC 2)\*  
☐ Public Records Act (PRA 2)\*  
☐ Receivership (MSC 2)  
☐ School District-Required Action Plan (SDR 2)  
☐ Seizure of Property from the Commission of a Crime (SPC 2)\*  
☐ Seizure of Property Resulting from a Crime (SPR 2)\*  
☐ Structured Settlements (MSC 2)\*  
☐ Subpoena (MSC 2)

**TORT, MEDICAL MALPRACTICE**

- ☐ Hospital (MED 2)\*  
☐ Medical Doctor (MED 2)\*  
☐ Other Health Care Professional (MED 2)\*

**TORT, MOTOR VEHICLE**

- ☐ Death (TMV 2)\*  
☐ Non-Death Injuries (TMV 2)\*  
☐ Property Damage Only (TMV 2)\*  
☐ Victims Vehicle Theft (VVT 2)\*

**TORT, NON-MOTOR VEHICLE**

- ☐ Implants (PIN 2)  
☐ Other Malpractice (MAL 2)\*  
☒ Personal Injury (PIN 2)\*  
☐ Products Liability (TTO 2)\*  
☐ Property Damage (PRP 2)\*  
☐ Property Damage –Gang (PRG 2)\*  
☐ Tort, Other (TTO 2)\*

**PROBATE/GUARDIANSHIP**

- ☐ Absentee (ABS 4)  
☐ Disclaimer (DSC4)  
☐ Estate (EST 4)  
☐ Foreign Will (FNW 4)  
☐ Guardian (GDN4)

**WRIT**

- ☐ Habeas Corpus (WHC 2)  
☐ Mandamus (WRM 2)\*\*  
☐ Review (WRV 2)\*\*

⌘ Paternity Affidavit or Existing/Paternity is not an issue and NO other case exists in King County \* The filing party will be given an appropriate case schedule at time of filing. \*\* Case schedule will be issued after hearing and findings

**EXHIBIT A-4**

FILED

10 AUG 26 PM 2:03

KING COUNTY  
SUPERIOR COURT CLERK  
KENT, WA

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

SHELLEY'S TOTAL BODY WORKS  
JOHN E. ERICKSON & SHELLEY A. ERICKSON  
(Husband and Wife) ProSe

**Plaintiff/Petitioner,**

vs.

Longbeach/Chase/Deutsche

BANK NATL. TRUST

**Defendant/Respondent.**

NO. 10-2-29165-2 KNT

☐ SEA  
☒ KNT

\_\_\_\_\_ is attached.

CERTIFICATE OF CERTIFIED SERVED, CAUSE AND COMPLAINT, TWENTY DAY SUMMONS, CASE SCHEDULE  
AND CERTIFIED MAIL PROOF OF MAILING ALL THE ABOVE.



BEST IMAGE POSSIBLE

NOT DEL  
7200 9510 2000 0157 8760

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To  
Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

DEL  
7009 3410 0002 0157 8760

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To  
Chase Home Fin LLC  
Street, Apt. No.,  
or PO Box No. P.O. Box 44118  
City, State, ZIP+4 Jacksonville, FL 32231

PS Form 3800, August 2006 See Reverse for Instructions

DEL  
7009 3410 0002 0157 8760

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To  
Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

DEL  
7009 3410 0002 0157 8760

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To  
Deutsche Art Trust  
Chase Home Fin  
Street, Apt. No.,  
or PO Box No. P.O. Box 44118  
City, State, ZIP+4 Jacksonville, FL 32231

PS Form 3800, August 2006 See Reverse for Instructions

DEL  
7009 3410 0002 0157 8760

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To  
Chase Home Fin LLC  
Street, Apt. No.,  
or PO Box No. 3415 Vision Dr  
City, State, ZIP+4 Columbus, OH 43296-6009

PS Form 3800, August 2006 See Reverse for Instructions

[Track & Confirm](#)[FAQs](#)

## Track & Confirm

### Search Results

Label/Receipt Number: 7009 3410 0002 0157 8760

Service(s): Certified Mail™

Status: Delivered

Your item was delivered at 6:35 am on August 16, 2010 in  
JACKSONVILLE, FL 32231.

[Track & Confirm](#)

Enter Label/Receipt Number.

[Go >](#)

### Detailed Results:

- Delivered, August 16, 2010, 6:35 am, JACKSONVILLE, FL 32231
- Arrival at Unit, August 16, 2010, 4:25 am, JACKSONVILLE, FL 32203
- Processed through Sort Facility, August 12, 2010, 2:59 pm, AUBURN, WA 98002

### Notification Options

Track &amp; Confirm by email

Get current event information or updates for your item sent to you or others by email.

[Go >](#)[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

Copyright © 2010 USPS. All Rights Reserved.

No FEAR Act EEO Data

FOIA

United States  
Postal ServiceUnited States  
Postal Service

[Track & Confirm](#)[FAQs](#)

## Track & Confirm

### Search Results

Label/Receipt Number: 7009 3410 0002 0157 8838

Service(s): Certified Mail™

Status: Delivered

Your item was delivered at 6:35 am on August 16, 2010 in  
JACKSONVILLE, FL 32231.

[Track & Confirm](#)

Enter Label/Receipt Number.

[Go >](#)

### Detailed Results:

- Delivered, August 16, 2010, 6:35 am, JACKSONVILLE, FL 32231
- Arrival at Unit, August 16, 2010, 4:25 am, JACKSONVILLE, FL 32203
- Processed through Sort Facility, August 12, 2010, 2:59 pm, AUBURN, WA 98002

### Notification Options

Track &amp; Confirm by email

Get current event information or updates for your item sent to you or others by email.

[Go >](#)[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

Copyright© 2010 USPS All Rights Reserved.

No FEAR Act REQ Data

FOIA

U.S. MAIL  
First-Class Mail®U.S. MAIL  
First-Class Mail®

[Track & Confirm](#)[FAQs](#)

## Track & Confirm

### Search Results

Label/Receipt Number: 7009 3410 0002 0157 8715

Service(s): Certified Mail™

Status: Delivered

Your item was delivered at 10:34 am on August 14, 2010 in  
COLUMBUS, OH 43224.

[Track & Confirm](#)

Enter Label/Receipt Number.

[Go >](#)

### Detailed Results:

- Delivered, August 14, 2010, 10:34 am, COLUMBUS, OH 43224
- Notice Left, August 14, 2010, 10:34 am, COLUMBUS, OH 43219
- Notice Left, August 14, 2010, 10:33 am, COLUMBUS, OH 43224
- Arrival at Unit, August 14, 2010, 8:48 am, COLUMBUS, OH 43224
- Processed through Sort Facility, August 12, 2010, 2:59 pm, AUBURN, WA 98002

### Notification Options

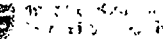
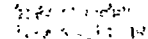
Track &amp; Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

Copyright© 2010 USPS. All Rights Reserved.

No FEAR Act ESO Data

FOIA



[Track & Confirm](#)[FAQs](#)

## Track & Confirm

### Search Results

Label/Receipt Number: 7009 3410 0002 0155 9196

Service(s): Certified Mail™

Status: Delivered

Your item was delivered at 1:28 pm on August 16, 2010 in AUBURN, WA 98002.

### Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

### Detailed Results:

- Delivered, August 16, 2010, 1:28 pm, AUBURN, WA 98002
- Arrival at Unit, August 13, 2010, 4:21 am, AUBURN, WA 98002
- Processed through Sort Facility, August 12, 2010, 2:59 pm, AUBURN, WA 98002

### Notification Options

#### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

[Go >](#)[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

Copyright © 2010 USPS. All Rights Reserved

No FCAR Notice Data

FOIA

U.S. MAIL  
FIRST CLASS PERMIT NO. 1000  
WASHINGTON, DC 20501U.S. MAIL  
FIRST CLASS PERMIT NO. 1000  
WASHINGTON, DC 20501

[Track & Confirm](#)[FAQs](#)

## Track & Confirm

### Search Results

Label/Receipt Number: 7009 3410 0002 0156 0277

Service(s): Certified Mail™

Status: Delivered

Your item was delivered at 12:20 pm on August 18, 2010 in NEW YORK, NY 10268.

[Track & Confirm](#)

Enter Label/Receipt Number.

[Go >](#)

### Detailed Results:

- Delivered, August 18, 2010, 12:20 pm, NEW YORK, NY 10268
- Notice Left, August 18, 2010, 11:55 am, NEW YORK, NY 10268
- Arrival at Unit, August 18, 2010, 9:54 am, NEW YORK, NY 10005
- Processed through Sort Facility, August 12, 2010, 2:59 pm, AUBURN, WA 98002

### Notification Options

Track &amp; Confirm by email

Get current event information or updates for your item sent to you or others by email.

[Go >](#)[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

Copyright © 2010 USPS. All Rights Reserved.

No FEAR Act EFO Data

FOIA

Track & Confirm  
ServiceTrack & Confirm  
Service

**EXHIBIT A-5**

10 AUG 31 PM 2:21

KING COUNTY  
The Honorable James C. Gage  
SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 10-2-29165-2 KNT

SUPERIOR COURT OF THE STATE OF WASHINGTON  
KING COUNTYJOHN E. ERICKSON and SHELLEY A.  
ERICKSON, husband and wife; SHELLEY'S  
TOTAL BODYWORKS DAY  
SPA/SHELLEY'S SUNTAN PARLOR, a sole  
proprietorship,

Plaintiffs,

v.

LONG BEACH MORTGAGE CO.,  
WASHINGTON MUTUAL BANK and CHASE )  
BANK, Agent for Deutsche Bank National Trust, )  
Servicing Agent for Chase Bank, Loan No. )  
0697646826, )

De fendants.

No. 10-2-10812-8 KNT

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that the undersigned attorneys hereby appear as counsel for (a) Deutsche Bank National Trust Company ("Deutsche Bank"), as Trustee for Long Beach Mortgage Loan Trust 2006-4, and (b) JPMorgan Chase Bank, N.A. ("Chase") — improperly captioned as "Chase Bank" — as acquirer of certain assets and liabilities of Washington Mutual Bank (which was the successor-in-interest to Long Beach Mortgage Company), from the Federal Deposit Insurance Corporation, acting as Receiver for Washington Mutual Bank. Counsel for Deutsche

NOTICE OF APPEARANCE - 1  
DWT 15292672v1 0036234-000059Davis Wright Tremaine LLP  
LAW OFFICES  
Suite 2200 · 1201 Third Avenue  
Seattle, Washington 98101-3045  
(206) 622-3150 · Fax: (206) 757-7700



1 Bank and Chase request that all future papers or pleadings except original process be served upon  
2 its said attorneys at the address stated below.

3 DATED this 31<sup>st</sup> day of August, 2010.

4 Davis Wright Tremaine LLP  
5 Attorneys for (a) Deutsche Bank National Trust  
6 Company ("Deutsche Bank"), as Trustee for Long  
7 Beach Mortgage Loan Trust 2006-4, and  
8 (b) JPMorgan Chase Bank, N.A. ("Chase") —  
9 improperly captioned as "Chase Bank" — as  
10 acquirer of certain assets and liabilities of  
11 Washington Mutual Bank (which was the  
12 successor-in-interest to Long Beach Mortgage  
13 Company), from the Federal Deposit Insurance  
14 Corporation, acting as Receiver for Washington  
15 Mutual Bank

16 By /s/Josh Rataezyk

17 Fred B. Burnside, WSBA #32491  
18 Josh Rataezyk, WSBA #33046  
19 1201 Third Avenue, Suite 2200  
20 Seattle, Washington 98101-3045  
21 Telephone: (206) 757-8016  
22 Fax: (206) 757-7016  
23 E-mail: fredburnside@dwt.com  
24 E-mail: josh.rataezyk@dwt.com

DECLARATION OF SERVICE

I declare under penalty of perjury that on August 31, 2010, I caused a copy of the foregoing Notice of Appearance to be served upon the Plaintiff:

John E. Erickson and Shelley A. Erickson	(X)	By U. S. Mail
5421 Pearl Ave. SE	( )	By E-Service
Auburn, WA 98092	( )	By Facsimile
	( )	By Messenger

DATED at Seattle, Washington this 31<sup>st</sup> day of August, 2010.

/s/Josh Rataczyk  
Josh Rataczyk